NORTH BAY VILLAGE
EST. 1945

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, April 21, 2026 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)
Meeting ID 891 2658 3746

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: 891 2658 3746 Meeting ID:
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.

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LOBBYING ACTIVITIES

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

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details) Meeting ID 891 2658 3746
Tuesday, April 21, 2026
6:00 PM

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

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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 Employee of the Quarter Award

*** Victoria Galan, Customer Service Specialist**

3.B. Recognition of Police Officer of the Quarter

Acknowledge Corporal Jairo Borrell and Officer Bony Herrera as Officers of the Quarter for January-March 2026.

Commendation Officer of the 1st Quarter 2026 .pdf

3.C. Presentation by the North Bay Village Chamber of Commerce First Anniversary Event and Community Center Grand Opening Sponsorship Opportunities - Sponsored by Commissioner Doris Acosta

4. Open Forum

5. Approval of Commission Minutes

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

*** February 17, 2026 - Regular Commission Meeting**
*** March 17, 2026 - Regular Commission Meeting**

02.17.2026 Draft Minutes .pdf
03.17.2026 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 the Village's Solid Waste Services

9.B. Report on the Community Center Grand Opening Planning Committee (April 2026)

9.C. Community Engagement Report (March 2026)
Community Engagement Report March 2026.pdf

9.D. Code Enforcement Report (March 2026)
January 2026 CM-Code Report.pdf
February 2026 CM-Code Report.pdf

March 2026 CM-Code Report.pdf

9.E. Traffic Enforcement Report (March 2026)
Monthly Traffic Report (March 2026).pdf

10. Village Clerk's Report

10.A. Village Clerk Report for March 2026
2026 - Advisory Board Attendance - Jan-Mar.pdf
Public Records Log - March 2026.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 LEASE AGREEMENT WITH NORTH BAY VILLAGE EAST DRIVE OWNER LLC FOR THE LEASE OF VACANT REAL PROPERTY LOCATED ON EAST DRIVE AND IDENTIFIED BY FOLIO NUMBERS 23-3209-001-0250 AND 23-3209-001-0270 FOR THE VILLAGE'S USE FOR CONSTRUCTION STAGING AND OPERATIONS DURING VILLAGE HALL CONSTRUCTION; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS AS COMPENSATION FOR USE OF THE PREMISES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission adopt the Resolution approving the proposed Lease Agreement for property on East Drive to serve as a staging area for the construction of the new Village Hall Project.

Resolution - Lease for Village Hall Construction Staging.DOCX
Lease Agreement - Village Hall Staging East Drive Owner LLC.DOCX

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC FOR RECREATIONAL MANAGEMENT SOFTWARE SERVICES; WAIVING COMPETITIVE BIDDING; 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 CivicPlus Recreation Management Software in the amount of $7,100.43 for the initial term ending September 30, 2026, and annual recurring costs of $3,620.00 thereafter, subject to an annual increase of up to five percent (5%).

Resolution - CivicPlus Recreational Management Software.DOCX
Exhibit A - CivicPlus Recreation Software Quote .pdf

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF SUPPLEMENTAL AGREEMENT NO. 2 TO WORK ORDER NO. 17 WITH EAC CONSULTING, INC. FOR DESIGN SERVICES RELATING TO PHASE III OF THE ADA SIDEWALK IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $24,719.66; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the Supplemental Agreement No. 2 to Work Order No. 017 with EAC Consulting, Inc. in the amount of $24,719.66 for additional engineering services related to Phase III of the Village-wide ADA Sidewalk Improvement Project.

Resolution -EAC Work Order For ADA Improvements Project.DOCX
Exhibit A - WO 17-SA2 - Phase III ADA Improvements.pdf

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AMENDMENT NO. 1 TO WORK ORDER CTA41.01 WITH CRAVEN, THOMPSON & ASSOCIATES, INC. FOR ADDITIONAL DESIGN, PERMITTING, AND BID SUPPORT SERVICES FOR THE TREASURE ISLAND MILL AND OVERLAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $115,160.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (CIP DIRECTOR ROGER HOGG)

It is recommended that the Village Commission approve the amendment to Work Order CTA24.01 with Craven Thompson & Associates for Design, Permitting, and Bidding Support services and construction observation services for the Village's Mill and Overlay Improvement on Treasure Island in the amount of $115,160.00.

Resolution - WO Craven TI Mill and Overlay Project.DOCX
Exhibit A-Work Order CTA24.01 -Amendment .pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM (WAP) FOR CONSTRUCTION OF THE NORTH BAY VILLAGE ISLAND WALK NORTH PLAZA PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to submit a Grant Application to the Florida Inland Navigation District for the Island Walk North Plaza Project.

Resolution - FIND Grant Application - WAP Island Walk.DOCX

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AWARD IN THE AMOUNT OF $60,327.80 FOR PLAYGROUND IMPROVEMENTS AT THE DR. PAUL VOGEL COMMUNITY PARK AND THE PHILIP SCHONBERGER MEMORIAL PLAYGROUND; APPROVING THE FY 2025 CDBG CONTRACT WITH MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission accept the grant award from Miami-Dade County for the North Bay Village Playground Improvement Project.

Resolution Accepting CDBG Award - Parks Playground Equipment.DOCX
Exhibit A-2025 CDBG Contract-NBV Playground Improvements.pdf

12. First Reading of Ordinances

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

12.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO PROVIDE FOR TEMPORARY USE SETBACK MODIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission Approve the Proposed Ordinance on First Reading as presented.

Staff Memo - Ordinance Section 8.11 Use Exceptions.DOCX
Ordinance Amending Section 8.11 Use Exceptions.DOCX

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, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY MAYOR RACHEL STREITFELD AND CO-SPONSORED BY COMMISSIONER DORIS ACOSTA

The proposed ordinance was amended between first and second readings to add provisions related to towing vessels as requested at first reading.

Ordinance - Prohibit Overnight Anchoring Vessel .DOCX
Notice of Public Hearing - MDC Legal Ads 040726.pdf

13.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Staff recommends **approval** with conditions of the Use Exception Pursuant to Sec. 8.11.B.4 to allow a temporary Sales Center/Marketing Office at 7946 & 8000 East Drive.

Resolution - Use Exp. Sales Center 7946-8000 East Drive.DOCX
Staff Report - 7946- 8000 E Drive -Use Exception_Post P&Z.docx
1. Use Exception Application.pdf
2. Letter of intent.pdf
3. Survey.pdf
4. Architectural Plans.pdf
5. Landscape plans.pdf
Public Hearing Notice - MDC Ads.pdf
Mailer and Posting for 7946-8000 East Drive.pdf
Notice of Public Hearing - MDC Legal Ads 040726.pdf

13.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

Staff recommends **approval** of the requested Site Plan Modification, subject to the conditions listed in the staff report.

Resolution Site Plan Modification 7913 West Drive El Ad.DOCX
Staff Report 7913 West Dr - Site Plan_Post P&Z Board.docx
1. Letter of Intent.pdf
2. Survey.pdf
3. Architectural Plans.pdf
4. Landscape Plans.pdf
5.Civil Plans.pdf
6. Traffic Study.pdf
7. Elad Development Group Information.pdf
8. 7913 W Drive Ownership Information.pdf
Public Hearing Notice - MDC Ads.pdf
Notice Posting.pdf
Certified Mailers 7913 w. dr.pdf
Notice of Public Hearing - MDC Legal Ads 040726.pdf

13.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED “HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Staff recommends **approval** of the Tentative Plat of Harbor Island, with conditions as stated within the staff report.

Resolution - Approving T-Plat 7913 W. Drive.docx
Staff Report 7913 West Dr - T-plat_Post P&Z Board.docx

1. Survey. Drive.pdf
2. Original Harbor Island Plat.pdf
3. Letter of Intent.pdf
4. HI Tentative plat Boundary - ALTA SURVEY.pdf
5. Executed Opinion of Title.pdf
6. Warranty Deed & Legal Description.pdf
Public Hearing Notice PZB - MDC Ads.pdf
Notice of Public Hearing - MDC Legal Ads 040726.pdf

13.E. A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH EL-AD NATIONAL PROPERTIES, LLC RELATING TO THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission consider and Approve the Proposed Amendment to the Development Agreement with El-Ad National Properties, LLC.

Resolution - 1st Amendment to DA with El-Ad (S2 NBV).DOCX
Amendment to Development Agreement.DOCX
Notice of Public Hearing - MDC Legal Ads 040726.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion and Possible Action Regarding the June Commission Meeting Schedule and Selection of the Summer Recess Month - Sponsored by Mayor Rachel Streitfeld

14.B. Discussion and Possible Action Regarding the Designation of a Peace Park at the Galleon Street property, located on the East Side of the Community Center Adjacent to Schonberger Park - Sponsored by Commissioner Richard Chervony

14.C. Discussion and Possible Action Regarding the Issuance of a Proclamation Designating June 17, 2026, as “North Bay Village No Hate Day,” in Partnership with the Blue Square Alliance Against Hate - Sponsored by Commissioner Richard Chervony

14.D. Discussion on the Ansin Family Park Development located at North Treasure Drive - Sponsored by Commissioner Doris Acosta

14.E. Discussion to Establish the Grand Opening Date for the Village's Community Center - Village Manager Frank Rollason

14.F. Discussion and Direction on a Proposed Citi Bike Docking Station - Sponsored by Vice Mayor Cuk and Co-Sponsored by Commissioner Doris Acosta
Citi Bike Possible Locations.pdf
DecoBike Miami Beach.pdf

14.G. Discussion on the Design Features for the Village Community Center Pergola - Village Manager, Frank Rollason
Community Center Rooftop Design.pdf
CC Architectural Plans .pdf

14.H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission adopt the proposed Resolution amending the Master Fee Schedule.

Agenda Memo Fee Schedule - April 21, 2026.DOCX
Resolution Approving Fee Schedule Updates.DOCX
Master Fee Schedule - April 21, 2026.DOCX

14.I. Discussion and Launch of the 2026 Treasure Island Commissioner Internship Program - Sponsored by Commissioner Doris Acosta

14.J. Discussion on Upcoming Community Events - Sponsored by Commissioner Doris Acosta

14.K. Discussion and Introduction of a Youth Board Initiative - Sponsored by Commissioner Doris Acosta

15. Adjournment

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ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Presentation of Employee of the Quarter Award

RECOMMENDATION

*** Victoria Galan, Customer Service Specialist**

BACKGROUND AND ANALYSIS

Village Manager Rollason and Deputy Village Manager / Human Resources Director Rosado are pleased to recognize Customer Service Specialist Victoria Galan as the First Quarter Employee Award recipient.

Ms. Galan has been employed with the Village for 3.5 years as a Customer Service Specialist primarily assigned to the Post Office. Ms. Galan greets all customers with a welcoming smile and is always willing to go the extra mile to help a customer when needed. Her quiet and pleasant demeanor and dedication to her job are noticed and appreciated by her fellow employees and residents alike. Ms. Galan, although her primary duty is at the Post Office, is also cross-trained in building department and general customer service skills to assist as needed at the front service counter.

For these reasons, Ms. Galan has been chosen as the Employee of the Quarter.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Recognition of Police Officer of the Quarter

RECOMMENDATION

Acknowledge Corporal Jairo Borrell and Officer Bony Herrera as Officers of the Quarter for January-March 2026.

BACKGROUND AND ANALYSIS

The North Bay Village Police Department has an Officer of the Quarter Award program as part of our continued commitment to recognize the outstanding service delivered by our excellent team of law enforcement professionals. This award recognizes our top performers each quarter. As such, the Police Department has reviewed the nominations submitted and, has selected Corporal Jairo Borrell and Officer Bony Herrera as the recipients of the Officer of the Quarter for January-March 2026.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONEN/A

PERSONNEL IMPACT

NONE

ATTACHMENTS

Commendation Officer of the 1st Quarter 2026 .pdf

North Bay Village Police Department
COMMENDATION

Date of Occurrence: 1/21/2026

Submitted By: Chief Carlos Noriega

Employee Name(s):

Corporal Jairo Borrrell and Officer Bony Herrera

Department/Unit/Division: Police Department/

Award/Commendation Type and Recommendations (check boxes):

☐ Commendation ☑ Officer of the Quarter ☐ Officer of the Year
☐ Civilian of the Quarter ☐ Civilian of the Year

Narrative:

It is with great honor and pride that I present Corporal Jairo Borrell and Officer Bony Herrera as the Officers of the Quarter. On January 21, 2026, Corporal Borrell and Officer Herrera responded in emergency mode to 7928 East Drive in reference to a male in distress at a marina. Upon arrival, the officers were directed by a concerned good Samaritan to the end of a pier, where the distressed individual was located.

The male was discovered in the water and clinging to a pier column after falling from his boat, which was secured to the dock. The male advised that he was unable to exit the water on his own and had been submerged in the cold water for approximately 30 minutes prior to officers' arrival.

Recognizing the immediate danger to the male, Officer Herrera quickly located a rope and deployed it providing a critical means of support. Under Officer Herrera's direction, the male used the rope to maneuver toward a nearby vessel where Corporal Borrell had strategically positioned himself. Corporal Borrell then physically secured the male and deployed a ladder attached to the boat, assisting him out of the water.

Once removed from the water, the male exhibited signs of fatigue, labored breathing, and bleeding from a facial abrasion. Corporal Borrell and Officer Herrera remained with the male and continued to provide assistance until Miami-Dade Fire Rescue Engine 27, under the command of Lieutenant Grace, arrived and assumed medical care. AMR subsequently transported the male to Mount Sinai Hospital for further evaluation and treatment.

North Bay Village Police Department
COMMENDATION

Narrative Continued:

Due to the coordinated efforts, decisive actions, and calm professionalism displayed by Corporal Borrell and Officer Herrera, their actions directly contributed to the successful rescue of an individual in distress. They both prevented what could have resulted in serious injury or loss of life. Their combined performance with this life-threatening incident reflects great credit upon themselves and the entire Police Department by exemplifying the highest standards of law enforcement service.

North Bay Village Police Department
COMMENDATION

Narrative Continued:

Sergeant of Police: _____ **Date** _____
Print/Sign

Lieutenant of Police: _____ **Date** _____
Print/Sign

Assistant Chief: _____ **Date** _____
Print/Sign

Deputy Chief: _____ **Date** _____
Print/Sign

Chief of Police: CARLOS NORIEGA/C **Date** 4/7/26
Print/Sign

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Presentation by the North Bay Village Chamber of Commerce First Anniversary Event and Community Center Grand Opening Sponsorship Opportunities - Sponsored by Commissioner Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
None

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

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

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RECOMMENDATION

*** February 17, 2026 - Regular Commission Meeting**
*** March 17, 2026 - Regular Commission Meeting**

BACKGROUND AND ANALYSIS

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

* February 17, 2026 - Regular Commission Meeting
* March 17, 2026 - Regular Commission Meeting

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

02.17.2026 Draft Minutes .pdf
03.17.2026 Draft Minutes.pdf

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
FEBRUARY 17, 2026 | 6:00 PM
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 891 2658 3746

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1. Opening Items

A. Call to Order

Mayor Streitfeld called the meeting to order at 6:02 p.m.

B. Roll Call

The following Commission Members were present:

- 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

Mayor Streitfeld moved Items 14C, 14L, 14A, 14F, and 14D out of order to the beginning of the agenda. She also added the following new items to the agenda.

- 14M - Discussion Supporting SB 1682 and HB 1103 that Authorize Code Enforcement Officers to Assist with State Vessel Regulations.
- 14N - Discussion on Supporting Miami-Dade County Commissioner Micky Steinberg's Vessel Noise Ordinance

Commissioner Chervony requested to add a new agenda item 14O

- 14O – Discussion on House Bill 1001 on Diversity, Equity, and Inclusion (DEI).

Commissioner Acosta pulled items 11F and 11H from the consent agenda for discussion.

ACTION: Commissioner Acosta made a motion to approve the order of business. Vice Mayor Cuk seconded the motion.

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

At this time item 14C was taken out of order.

3. Presentations

A. Proclamations and Awards

B. Special Presentations to Commission

14.C Discussion on the Community Contribution Fee Structure - Sponsored by Mayor Rachel Streitfeld

Village Attorney Toni Recio delivered a comprehensive presentation on the Village's Community Contributions. The presentation outlined the current formulas for height and density bonuses, as well as the proposed formula.

The proposed formula includes:

- Community benefit fee
- Land value
- Base allowance
- Bonus Fee

Attorney Recio also provided examples of formulas used in prior development approvals

Mayor Streitfeld requested feedback from the Village Commission regarding future development projects and the manner in which the Village sells density rights.

Commissioner Chervony expressed that the current approach is not equitable for developers and emphasized the need to determine the appropriate formula.

Commissioner Daro stated that decisions must reflect the best interest of the Village; however, they did not agree with the proposed formula.

Vice Mayor Cuk noted that this presents an opportunity to revise the fees and could serve as a starting point.

Commissioner Acosta expressed that restructuring is necessary, highlighting that density is a major community concern. She felt this was a strong starting point.

ACTION: Mayor Streitfeld made a motion for the Village Attorney to draft a Resolution setting forth a formula for community Contributions for new developments. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 3-2, with Mayor Streitfeld, Commissioner Acosta and Vice Mayor Cuk voting for.

Commissioner Chervony and Commissioner Daro voted against.

DRAFT

14.L Consideration of deed restrictions on 1601 N Treasure Drive, 1657 N. Treasure Drive, and 7560 West Treasure Drive

Village Attorney Toni Recio explained that Mr. Ansin was currently in the process of transferring the properties and has requested that the Village Commission approve a deed restriction to limit the allowable height.

Mayor Streitfeld expressed interest in modifying the deed.

Commissioner Chervony asked whether the properties would indeed be transferred and noted that, if rezoned to RM-70, the property would gain 30 TDRs.

It was noted that Sunbeam is conveying the properties in lieu of providing workforce housing for the Grove by the Bay project.

Mayor Streitfeld agreed to restrict the property.

The proposed deed restriction would prohibit any additional height.

ACTION: Mayor Streitfeld made a motion to approve the deed restriction for the subject properties prohibiting any additional height. Vice Mayor Cuk seconded the motion.

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

Mayor Streitfeld requested that a Discussion on the rezoning of the Treasure Drive sites be added to the March Agenda.

DRAFT

14.A Discussion and Direction on the Village's Solid Waste Services

Village Manager Frank Rollason introduced the discussion regarding the Village's solid waste services and requested direction from the Village Commission on how to proceed with future waste service options. Staff have conducted research and will be presenting a study comparing associated costs. The community has expressed its views on whether services should be privatized or remain in-house.

Public Works Director Steven Buckland presented a comprehensive presentation outlining the current solid waste operations, personnel, service quality, and proposed changes.

Two options were presented:
Option 1; Piggyback of Coral Gables waste management contract.
Option 2; Issue a Request for Proposals (RFP)

Cost Analysis
Annual In-house service cost: $1,430,061
Annual Operational cost if contracted is $1,343,380
Annual savings: (amount to be determined based on comparison)

Community engagement efforts were conducted. Implementation is projected for 2026

Public comment

- Pilar Somoza, 7510 Miami View
- Ernesto Gil 7508 Miami View
- Albert Saifer 7601Miami View
- Mario Garcia – 360 Condo
- George Gonzalez – 360 Condo
- Eilen Cabalero – 7550 Miami View Dr
- Jose Alvarez 7560 Miami Drive
- Ryan Shaw 8000 West Dr.

Closed Public Comment

Commissioner Chervony shared that eight residents from North Bay Island had provided feedback. He asked whether, if the Village were to privatize solid waste services, a two-year trial period could be implemented. He also inquired whether the matter should be placed on the ballot.

Vice Mayor Cuk addressed concerns regarding a perceived lack of communication, noting that the Village has made numerous efforts to engage the public. He highlighted initiatives such as Commissioner Acosta's agenda review sessions, flyers, and social media outreach. He expressed support for allowing residents to decide the issue through a ballot question.

Commissioner Daro emphasized the importance of carefully reading and listening to residents' feedback and concerns.

Commissioner Acosta asked how many respondents were single-family homeowners and whether they had received the informational flyer. She expressed a desire to continue the discussion and expand resident engagement, adding that a vote should not occur in March or in the near future. She requested additional information on personnel costs, truck parking, and expenses the Village would incur if operations were managed in-house.

Mayor Streitfeld highlighted the environmental cleanup required due to contaminated soil at the Galleon Street property. She noted that soil remediation would have been necessary regardless of whether the community center project moved forward. She added that the Village replaced the outdated sewer lift station with a modern, state-of-the-art system.

Village Manager Rollason stated that the Village purchased a vac truck to service the stormwater drains to avoid backups. The services we are looking to provide, the Community Center will be opening later this year. Public Works is required to maintain the Fire hydrants by flushing them.

Mayor Streitfeld inquired how the bulk and landscape pickup would change if the services were privatized. Mr. Buckland responded that there would be no changes and that these services would continue to be handled in-house.

Commissioner Acosta asked for a side-by-side cost comparison.

Commissioner Acosta announced that she will be hosting Community Meetings on March 8th in North Bay Island and Harbor Islands.

Commissioner Chervony cited that the discussion on privatization has been happening since 2018.

Mayor Streitfeld suggested the Discussion on solid waste be continued during the March Commission Meeting.

DRAFT

Vice Mayor Cuk stated the deadline for the ballot questions was July 27th.

14.D Discussion and Direction Regarding a Proposal with PADL, LLC for the Village Paddleboarding Community Program - Sponsored by Commissioner Doris Acosta

Commissioner Acosta introduced the proposed paddleboarding program. A brief discussion followed regarding the proposed services, service fees, and potential summer and spring break programming.

Commissioner Chervony requested information on the fiscal impact, discounted fees, and the registration process for new residents to ensure that the same participants are not selected each week.

A revision to the registration process was suggested to allow new residents the opportunity to participate, preventing the program from being limited to the same 15 individuals each week

There was consensus to authorize the Village Manager to enter into a Month-to-Month Contract with PADL, LLC.

ACTION: Commissioner Acosta made a motion to authorize the Village Manager to enter into a Month-to-Month Contract with PADL, LLC. Vice Mayor Cuk seconded the motion.

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

DRAFT

4. Open Forum

- Mario Garcia – 360 Building
- Ashley Litmn Diego – Running for Congress

5. Approval of Commission Minutes

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

* **December 1, 2025 - Special Commission Meeting**
* **December 16, 2025 - Regular Commission Meeting**
* **January 20, 2026 - Regular Commission Meeting**
* **January 22, 2026 - Village Commission Workshop (Solid Waste Services)**

ACTION: Vice Mayor Cuk made a motion to approve the meeting minutes, subject to a correction to the meeting attendance for January 22, 2026, Village Workshop. Commissioner Chervony seconded the motion.

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

6. Advisory Board Minutes/Written Reports.

6.A Sustainability & Resiliency Task Force - Chair Alisha Graham

Chair Alisha Graham provided an update on recent discussions by the Sustainability and Resiliency Task Force, which included:

- Planning an Electronic Hazardous Waste Drop-Off Event
- Coordinating a community clean-up
- Providing feedback on the Stormwater Master Plan
- An update on the fully funded Living Seawall Project, along with visuals of the reef tiles

Mayor Streitfeld recommended that the Village adopt an Ordinance prohibiting local vessels from mooring in the Bay. It was noted that the Village must coordinate with the City of Miami regarding enforcement on the water; however, the Village must adopt its own ordinance.

For the March agenda, Mayor Streitfeld will sponsor an ordinance addressing vessel mooring.

7. Village Commission's Report

Commissioner Chervony
- Extended well wishes to residents for the Lunar New Year.
- Attended the Solid Waste Workshop.
- Reminded residents about the upcoming engagement meetings on solid waste.
- Met with County Commissioner Hardemon regarding vertiports.
- Held a 'Kick-Off Against Hate' event.
- Met with the 1580 Development team.
- Held an in-person meeting last week with Financial Advisory Board.
- Attended the Quality Matters meeting to oppose the DEI bill, noting its potential broad impacts

Commissioner Acosta
- Wished residents a happy Chinese New Year — the Year of the Fire Horse.
- Expressed concern about residents exiting the Island Place building and driving into oncoming traffic.
- Noted ongoing concerns regarding the No Wake Zone.
- Reminded residents of weekly office hours held on Wednesdays.

Mayor Streitfeld
- Reported that lobbyist emails regarding Village appropriations were included in the first draft of the State Budget, which was very positive news.
- Took a hard-hat tour of the Community Center and expressed interest in scheduling a tour day for the full Commission.
- Provided remarks on last week's Biscayne Bay meeting.
- Asked whether the Village can apply for a Biscayne Bay water quality grant to help fund the Community Center at Galleon Street soil remediation expenses

8. Village Attorney's Report - None

9. Village Manager's Report

DRAFT

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 Update on the Village's General Transportation Services

Deputy Village Manager Jenice Rosado provided a brief update on the Village's transportation services:

• Expanding the existing Miami Beach trolley service would cost more than $700,000 annually to maintain the current level of service.
• Staff are researching transportation models used in other municipalities, including Miami Beach Transportation.
• The Village has contacted Circuit regarding the option of one electric shuttle, with an estimated annual cost of $280,000 for seven-day-a-week service.
• Available funding from the Citizens' Independent Transportation Trust (CITT) is limited.
• The Village currently has a $600,000 surplus that could be allocated to support the service; however, this would not provide a sustainable long-term solution.
• Staff are exploring an Interlocal Agreement (ILA) with Miami-Dade County for shuttle services.
• If sufficient funding becomes available, the Village will evaluate its service needs and move forward with issuing a Request for Proposals (RFP)

9.B Community Engagement Report (January 2026)
9.C Traffic Enforcement Report (January 2026)
9.D Code Enforcement Report (January 2026)

10. Village Clerk's Report

10.A Village Clerk Report for January of 2026

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, AFFIRMING SUPPORT FOR THE PRESERVATION OF THE MIAMI-DADE URBAN DEVELOPMENT BOUNDARY ("UDB") AS IT CURRENTLY EXISTS TO PROTECT DOWNSTREAM WATER RESOURCES, INCLDING THE BISCAYNE AQUIFER, REGIONAL GROUNDWATER SUPPLIES, AND CONNECTED COASTAL WATERS, AS WELL AS THE EVERGLADES, WETLANDS, AND AGRICULTURAL LANDS; URGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO UPHOLD COUNTY MAYOR DANIELA LEVINE CAVA'S VETO OF THE PROPOSED DEVELOPMENT OUTSIDE THE UDB; URGING THE FLORIDA STATE LEGISLATURE TO OPPOSE ANY LEGISLATION THAT WOULD WEAKEN THE UDB IN THE MIAMI-DADE COUNTY CHARTER; ENCOURAGING ADVANCEMENT OF ATTAINABLE AND WORKFORCE HOUSING WITHIN THE UDB TO ADDRESS HOUSING AFFORDABILITY WITHOUT EXPANDING DEVELOPMENT INTO ENVIRONMENTALLY SENSITIVE LANDS; DESIGNATING THE PRESERVATION OF THE UDB AS A STATE LEGISLATIVE PRIORITY FOR NORTH BAY VILLAGE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. - SPONSORED BY MAYOR RACHEL STREITFELD

11.BA RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, SUPPORTING ENHANCED ENFORCEMENT OF FEDERAL SANCTIONS RELATED TO CUBA; SUPPORTING STATE LEGISLATION REQUIRING PROOF OF AUTHORIZATION FROM THE OFFICE OF FOREIGN ASSETS CONTROL FOR BUSINESSES SUBJECT TO FEDERAL

DRAFT

SANCTIONS PROGRAMS; SUPPORTING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE MIAMI-DADE COUNTY TAX COLLECTOR'S EFFORTS TO ADDRESS BUSINESSES ENGAGING IN UNLAWFUL COMMERCE WITH CUBA; SUPPORTING STATE EFFORTS IN SENATE BILL 1176 AND HOUSE BILL 1397; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE. - SPONSORED BY COMMISSIONER RICHARD CHERVONY

11.C A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH ARTS FOR LEARNING/MIAMI, INC. FOR SPRING AND SUMMER PROGRAMMING FOR VISUAL ARTS, MUSIC, DANCE, AND THEATRE IN AN AMOUNT NOT TO EXCEED $10,060.00; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

11.D A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT OFFICE 365 GCC LICENSES AND MICROSOFT 365 COPILOT GCC LICENSES FROM SHI INTERNATIONAL CORP. IN AN AMOUNT NOT TO EXCEED $90,945.00 FOR THREE YEARS AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FUTURE FISCAL YEARS; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

11.E A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF BALLISTIC SHIELDS AND RELATED EQUIPMENT FROM TACTICAL EDGE CONSULTING, LLC IN AN AMOUNT NOT TO EXCEED $27,050.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

11.G A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF A SPECIALTY POLICE PATROL VEHICLE FROM ARS POWER SPORTS AND RELATED EMERGENCY EQUIPMENT FROM DANA SAFETY SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED $46,113.60; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON (*DEPUTY CHIEF OF POLICE SAMUEL BEJAR*)

11.I A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING RESOLUTION NUMBER 2023-045, AND APPROVING ADDITIONAL SERVICES REQUEST NUMBERS AS7, AS8, AS12, AS13, AND AS17 WITH WANNEMACHER JENSEN ARCHITECTS, INC. RELATING TO ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE VILLAGE HALL AND PUBLIC SAFETY COMPLEX PROJECT IN A TOTAL AMOUNT OF $363,027.00; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

11.J A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $38,500.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

11.K A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY UTILITY SYSTEM REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $33,300.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

DRAFT

11.L A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ISSUE WORK ORDER NO. EXP2601 TO EXP, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE KENNEDY CAUSEWAY COMPLETE STREETS SHORT TERM IMPROVEMENTS (BUS SHELTERS) PROJECT IN AN AMOUNT NOT TO EXCEED $88,295.00;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER *FRANK ROLLASON (CIP DIRECTOR ROGER HOGG)*

11.M A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE GRANT OF A PERMANENT NON-EXCLUSIVE 5-FOOT EASEMENT TO THE FLORIDA POWER & LIGHT COMPANY (FPL) FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ELECTRIC UTILITY FACILITIES AT THE NEW VILLAGE COMMUNITY CENTER; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

ACTION: Commissioner Chervony made a motion to approve the consent agenda. Vice Mayor Cuk seconded the motion.

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

Items pulled from consent agenda for discussion.

11.F A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH PACKETALK LLC FOR THE PURCHASE OF AUTOMATED LICENSE PLATE READER SYSTEM IN AN AMOUNT NOT TO EXCEED $142,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

Commissioner Acosta pulled this item for discussion and requested that staff provide an explanation as to the proposed services. She emphasized the importance of informing residents and clarified that the cost would not be passed on to taxpayers, as the expense would be covered through forfeiture funds.

Chief of Police Carlos Noriega explained that the system will enhance security within the Village by identifying vehicles as they pass through. He noted that the proposal is for a five-year package and that the County currently uses this system

ACTION: Commissioner Chervony made a motion to approve the proposed agreement with Packetalk, LLC. Vice Mayor Cuk seconded the motion.

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

11.H A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A RENEWAL AGREEMENT WITH CLEARVIEW AI, INC. FOR CLEARVIEW ARTIFICIAL INTELLIGENCE (AI) TOOL FOR USE BY THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $21,039; PROVIDING FOR

DRAFT

AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

Chief Noriega added that this is standard software widely used by law enforcement agencies across the country to support investigative work.

ACTION: Commissioner Chervony made a motion to approve the renewal agreement with Clearview AI, Inc. Vice Mayor Cuk seconded the motion.

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

~~**12. First Reading of Ordinances**~~

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

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.B Discussion and Direction on the Community Center Groundbreaking Proposal and Committee

Mayor Streitfeld introduced the discussion item and suggested forming a committee consisting of seven members. She noted that the committee should organize itself and conduct weekly calls.

Mayor Emeritus Brent Latham was identified as one of the proposed seven Committee Members.

Commissioner Acosta recommended that the Chamber of Commerce be included as part of the committee.

DRAFT

The following individuals were considered for appointment.

1. Brent Latham
2. Vinita Chakravarty
3. Indira Shakti
4. Cesar Aguado
5. Megan Browning
6. Kevin Colin
7. Maruja Gil

Community Engagement Director, Lili Torres, would be the Staff Liaison for the Committee.

ACTION: Commissioner Chervony made a motion to appoint the following individuals to the Ad Hoc Brent Walter Latham North Bay Village Community Center Grand Opening Planning Committee.

1. Brent Latham
2. Vinita Chakravarty
3. Indira Shakti
4. Cesar Aguado
5. Megan Browning
6. Kevin Colin
7. Maruja Gil

Commissioner Acosta seconded the motion and it passed by unanimous voice vote.

Ms. Torres presented proposed ideas for the event, including guided tours, a giant screen during the event, recognition easels, wayfinding signage, a dedication plaque, and a commemorative tree planting.

Mayor Streitfeld suggested including a local performance from a nearby school.

Ms. Torres noted that all Advisory Boards would have tables for display. Food options discussed included burgers, hot dogs, and vegetarian options. The Village will prepare a press release, and a videographer and photographer will be present to document the event.

Commissioner Acosta suggested incorporating an interactive screen for social media engagement.

Parking will include a shuttle service from Grove by the Sea.

~~14.E Discussion on the Village's Construction Fence Materials/ Design - Sponsored by Commissioner Doris Acosta~~

This item was deferred to the March Meeting by Commissioner Acosta

14.F Discussion and Update on the Island Walk - Sponsored by Commissioner Andy Daro

Public Comment

- Lady – 360 Condo
- George Gonzalez – 360 Condo

DRAFT

- Marisol Corza – 360 Condo
- Edward Devaul – 360 Condo

Closed Public Comment

Vice Mayor Cuk concurred with Commissioner Chervony' s comments, noting that the Village negotiated with the developer 20 years ago to allow the front sidewalk in exchange for the Island Walk. He proposed imposing a fee on buildings that have not opened their Island Walk.

Commissioner Daro reiterated strong support for opening the Island Walk, emphasizing that its purpose is to create a continuous walkway along the Bay.

Commissioner Acosta expressed the need for a clear understanding of the Island Walk and the expectations of the buildings. She suggested that the Village adopt an open, collaborative approach to the conversation and acknowledged that there is room for improved communication. Acosta proposed holding a one-on-one meeting with the 360 building.

Mayor Streitfeld clarified that the open promenade allowed the building to avoid paying for its shoreline. She further noted that Miami Dade County requires public access to the waterfront, which must be dedicated to the public.

14.G Discussion and Update on Harbor Island Sidewalk Project - Sponsored by Andy Daro

Capital Improvement Projects Director Roger Hogg presented an update on the Harbor Island Sidewalk Project. The Board of County Commissioners (BCC) and the Department of Public Works (DPW) provided significant comments for consideration.

Commissioner Acosta departed the meeting at 11:04 p.m. and subsequently rejoined via Zoom.

CIP Director Hogg outlined a revised timeline for moving forward, which includes removing the sidewalk connection on the east side, restoring prior modifications, addressing DPW comments, eliminating crosswalks, and retaining the speed bumps. A final design is anticipated within approximately eight weeks.

Commissioner Daro encouraged staff to expedite progress on the project.

Village Manager Rollason requested that Director Hogg schedule a meeting with the EAC to review the timeline and advance the submission and finalization of the plans.

14.H Discussion and Update on the Expected Timeline for the Closure of the Sakura Lot Parking Area - Sponsored by Andy Daro

Village Manager Rollason stated that the Village has until August 30, 2026, to break ground on the project. Upon completion of the final set of plans, the Village will proceed with soliciting bids.

Commissioner Daro inquired whether the Bayshore Yacht Club has been notified of the timeline for clearing the lot.

14.I Discussion Regarding Proposed House Bill 313 Relating to the Construction of Accessory Dwelling Units in any Area for Single-Family Residential Use - Sponsored by Commissioner Richard Chervony

DRAFT

Commissioner Chervony raised questions regarding how to address the proposed bill, noting its potential impact on RS-1 and RS-2 properties on Treasure Island. If approved, the measure would take effect on December 1. The Senate version of the bill prohibits rentals for short-term vacation rentals (STVRs), while the House version allows such rentals.

Mayor Streitfeld stated that the Village can oppose the prohibition of STVRs, noting that the Village has grounds to argue that the ULDC governs and controls such regulations.

14.J Discussion on Engaging the City of Miami Beach to Continue Intercity Collaboration on Recreational Programming - Sponsored by Vice Mayor Goran Cuk

Vice Mayor Cuk reported attending a meeting with City of Miami Commissioner Suarez to discuss opportunities for expanded joint services, including access to Normandy Pool and collaboration on swimming programs. Additional ideas discussed included organizing a quarterly 5K Run.

14.K Consideration of Appointment to the Financial Advisory Board

ACTION: Vice Mayor Cuk made a motion to appoint William "Bill" Prendergast to the Financial Advisory Board. Mayor Streitfeld seconded the motion.

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

New Items added during the Order of Business

14.M Discussion Supporting SB 1682 and HB 1103 that Would Authorize Code Enforcement Officers to Assist with State Vessel Regulations - Sponsored by Mayor Rachel Streitfeld

Mayor Streitfeld introduced the discussion item to support SB 1682 and HB 1103, which would authorize Code Enforcement Officers to assist with State Vessels Regulations.

ACTION: Commissioner Chervony made a motion to adopt the proposed resolution. Commissioner Acosta seconded the motion.

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

14.N Discussion on Supporting Miami-Dade County Commissioner Micky Steinberg's Vessel Noise Ordinance - Sponsored by Mayor Rachel Steinberg

Mayor Streitfeld introduced the discussion item and a resolution supporting Miami-Dade County Commissioner Steinberg's proposed ordinance addressing vessel noise. She noted that the ordinance is scheduled for a County hearing tomorrow morning and requested that Village Clerk Chang forward the resolution prior to the hearing.

ACTION: Mayor Streitfeld made a motion to approve the proposed Resolution. Commissioner Daro seconded the motion.

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

14O – Discussion on House Bill 1001 on Anti-Diversity, Equity, and Inclusion [DEI].

Commissioner Chervony introduced a discussion regarding the proposed House Bill 1001 related to Diversity, Equity and Inclusion.

Village Attorney Sera read the title of the resolution into the record, which proposes opposition to HB 1001.

Mayor Streitfeld and Vice Mayor Cuk advised against opposing State legislation and the impacts it could have on the Village.

There being no further business to discuss, the meeting adjourned at 10:54 p.m.

Accepted on this 21 day of April 2026.

DRAFT

_____
Rachel Streitfeld, Mayor

Respectfully Submitted,

_____
Alba L. Chang
Village Clerk

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141
MEETING ID: 891 2658 3746
TUESDAY, MARCH 17, 2026 |6:00 PM

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1. Opening Items

A. Call to Order

Mayor Streitfeld called the meeting to order at 6:02 p.m.

B. Roll Call

The following Commission Members were present:

- 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

Mayor Streitfeld pulled Items 11A and 11B from the Consent Agenda for discussion.

Vice Mayor Cuk added a new discussion item (14G) regarding Palm Tree Club operations and noise.

Manager Rollason recommended withdrawing Item 14C to be addressed at a later date.

Mayor Streitfeld also introduced a Proclamation recognizing Women's History Month.

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

3.A. Recognition of Police Officer of the Quarter

Acknowledge Officer Edwidge Salvant as Officer of the Quarter for October-December 2025.

Deputy Chief Bejar presented a Certificate of Recognition to Officer Salvant in acknowledgment of the life-saving actions performed on a one-year-old child.

3B. Proclamation for Women's History Month (add-on)

Mayor Streitfeld read the Proclamation on Women's History Month.

4. Open Forum

- Pablo Martinez,
- Pilar Somoza,
- Tomas Parker

5. Approval of Commission Minutes - None

6. Advisory Board Minutes/Written Reports.

6.A. Community Enhancement Board Report - Chair Bree Farrugia

Chair Farrugia of the Community Enhancement Board provided a comprehensive report, highlighting discussions on opportunities to support the opening of the Community Center and future programming for the space. The Board also reviewed long-term park and space planning, including the park plan for Treasure Island, and expressed interest in contributing ideas related to programming and shade structures. In addition, they discussed the Island Walk initiative, noting a desire to enhance the area with art, signage, and other public features to create a more welcoming environment. She also mentioned the importance of improving communication efforts, including outreach through the local newspaper.

6.B. Ad Hoc Brent Latham Community Center Grand Opening Planning Committee Report

The Committee held its first meeting on March 11 in a hybrid format. The meeting was primarily organizational, including a discussion on the vision for the upcoming event, during which Director of Community Engagement Lili Torres presented the event proposal. Committee Members expressed varying areas of focus, with some concentrating on food and beverage planning and others on logistical needs. The Committee agreed to meet every two weeks moving forward. Additionally, the Committee conducted a walkthrough of the Community Center site

7. Village Commission's Report

<u>Commissioner Daro</u>

Congratulated Shoma on their vertical party last week. Continuum received its Building Permit. Tula Project received a crane today. Pagani Project anticipates groundbreaking in June/July 2026. He inquired about the status of the Bus Shelters Project. Village Manager Rollason responded that a

DRAFT

contract has been signed and a preconstruction meeting will be held within 2 weeks with the contractor.

Commissioner Acosta

She recognized Women's History Month and St. Patrick's Day. She reported holding two community meetings on Sunday one with North Bay Island residents and one with Treasure Island residents alongside Public Works Director Steven Buckland. Many attendees were active community members, along with several newcomers. She addressed concerns raised during the meetings, including service-related costs and interest in placing the matter on the ballot. No participants expressed satisfaction with transitioning to a vendor for solid waste services.

She also highlighted the Women's History Month workout session at Paul Vogel Park, dedicated to empowering women, with acai bowls provided by Acai by the Sea of North Bay Village. She noted that the Paddle Club will be restarting.

The Animal Welfare Club has introduced new cat-feeder vests, intended to improve safety and visibility; the Commissioner displayed the vests during the report.

Weekly walks continue, and she reminded the public about the Action Team, her office hours, and her monthly Zoom sessions

Commissioner Chervony

He wished everyone a happy St. Patrick's Day and noted that it has been a busy month.

He attended the Shell Club event in Hallandale Beach for a meet-and-greet with Mayor Streitfeld and Mayors from neighboring communities.

He also highlighted Women's History Month and 305 Day.

He spent time working on efforts to combat antisemitism and met today with the Blue Square Alliance to explore opportunities for further collaboration. He advised the Chair of the Community Enhancement Board [CEB] that the organization is interested in partnering with the Board.

He attended a meeting with Matthew Jeffries regarding the El Ad Project.

He participated in Shoma's vertical celebration and announced she will attend a community Ceder on Thursday, followed by the Annual Island Police Chief's Dinner in Indian Creek.

He extended well wishes to various communities observing religious holidays in the coming weeks.

He noted that June 17 will be recognized as Anti-Hate Day, featuring an interfaith community discussion on strategies to combat hate.

Vice Mayor Cuk

He expressed excitement about the construction activity in the Village, noting the cranes now rising at Shoma, Continuum, Pagani, and Related, and added that Tula is also making progress.

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He shared is excitement about the upcoming opening of the Community Center during the first week of June and thanked staff and the members of the opening committee for their work. He reported attending the Miami Beach Finance and Economic Development meeting to secure benefits such as access to the community pool, water-safety classes, and a potential collaboration on a 5K Run event. She noted that the Village has invested in offering the trolley program once a month, and Miami Beach has been very receptive to partnership efforts.

He also highlighted the Village's participation in last year's FCC Tournament, where the Village won. To avoid additional expense this year, he was able to secured a sponsor who will cover the cost, enabling the Village to participate again in the event taking place in mid-April.

Mayor Streitfeld

She thanked the Vice Mayor Cuk for working with Miami Beach to enhance quality-of-life opportunities for the community. She referenced the Combatting Antisemitism Movement letter and noted a recent event held in West Bloomfield, Michigan, expressing appreciation to Commissioner Chervony for the introduction to the organization.

She shared that she has been in contact with Football for Peace, an organization the Village collaborated with several years ago, and invited her to participate in creating a legacy event for the Village. She encouraged the group to connect with the Community Center Grand Opening Committee, noting that their mobile science lab would be an engaging feature for local children.

She will be attending the Coastal Mayors lunch this week at Bal Harbour Waterfront Park, an event designed for Mayor, elected officials, Public Works Directors, CIP Managers, and sustainability staff to discuss Biscayne Bay issues. Topics will include sandbar parties along with representatives from local police departments and FWC as well as the Reasonable Assurance Plan being submitted by the cities and the County to the State as part of a comprehensive effort to restore the Biscayne Bay Watershed. She noted that the RAP has been in development for two years, and this forum will serve as an opportunity to provide updates and information.

ADA Improvements Work Order update

CIP Director Roger Hogg provided an update on the signalization and crosswalks project, noting that a final walkthrough was conducted approximately three weeks ago with the contractor and the CEI team. He reported that only one punch-list item remains: replacement of peeling signage at the signals on Adventure Avenue, which the contractor is scheduled to repair. Final inspection by Miami-Dade County is still pending and will proceed once the County confirms the inspection date.

Mayor Streitfeld asked whether the intersections at East Treasure, Hispanola, and Harbor Island all have pedestrian-exclusive walk signals. CIP Director Hoggs explained that the project limits included Adventure Avenue, Hispanola Avenue, the 1800 block, and East Treasure Drive, and that the Harbor Island intersection was not part of the project's scope. Mayor Streitfeld noted that the pedestrian signal at the Harbor Island intersection is functioning for her. Mr. Hoggs also confirmed that the audible signals are operational at each intersection and stated that he personally verified them.

Commissioner Chervony asked whether crosswalks could be incorporated when work begins on the flat bridges. Staff noted that this would need to be brought to FDOT and Miami-Dade County for consideration and inclusion. At a Mayors' meeting hosted by Commissioner Steinberg and attended

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by Mayor Streitfeld, Stacy Miller reported that the County is upgrading signalization systems as part of a modernization effort.

Construction of Village Hall
Public Works Director Steven Buckland reported that a meeting was held earlier today with the FDOT team, which included approximately 15 representatives, along with the Village Architect and FDOT staff. He stated that FDOT approval is expected later this week, after which the plans can be finalized and the project can proceed to the bidding phase.

Trolley Status
Mayor Streitfeld noted that this Thursday is the 3rd Thursday event and referenced reports from last month indicating that the trolleys did not arrive. Village Manager Rollason clarified that the trolley did in fact show up. Lily spoke with the Miami Beach Director of Transportation, who suggested that the confusion may have occurred because the buses are not marked and do not resemble a traditional trolley. Lily will follow up on the plan for this Thursday and will provide an update to residents.

Conveyance of Properties on Treasure Drive
The deeds for the properties on Treasure Drive have been delivered to the Village Attorney. The West Treasure Drive site will most likely be used as a park, while the North Treasure Drive site will follow a different path. Mayor Streitfeld explained that the Village is not currently prepared to undertake development of the North Treasure Drive site financially, and that a long-term vision should be shaped through a charette process to determine what the community would like to see there.

The Village will have access to the fields and plans to conduct an inspection. The Village is also designing and permitting grading and drainage improvements for the property. The Ansin Foundation and Sunbeam are contributing lighting, trash receptacles, benches, and protective netting. As the site exists now an open green space it lacks proper grading and drainage, unlike Civic Park. Parents have expressed interest in using the green space temporarily while the community center and recreation areas are under construction. Staff will explore options to allow safe temporary use before the grading and drainage work begins.

8. **Village Attorney's Report –** No 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. Traffic Enforcement Report (February 2026)
9.B. Community Engagement Report (February 2026)
9.C. Code Enforcement Report (February 2026)

Manager Rollason provided a report on the following:

Village Community Center
Village Manager Rollason reported receiving several calls suggesting that the project was being delayed until September and clarified that this is not the case. Mayor Streitfeld explained that the Committee did not know when the Community Center timeline of when it would be ready. Mr. Rollason confirmed that Temporary Certificate of Occupancy [TCO] inspections are scheduled for June 3 and that the contractor believes they remain ahead of schedule.

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Commissioner Acosta asked about background-check requirements for individuals who will be working around children. The Manager stated that background checks will indeed be required for anyone working with children, and further clarification is needed regarding who must undergo a Level 2 screening.

Mayor Streitfeld requested that a report on operations for the new Community Center be presented at the April Commission meeting, following recent discussions with PFL regarding operational planning.

10. Village Clerk's Report

10.A. Village Clerk Report for February 2026

11. Consent Agenda

A. Staff Items
Proclamation/Award/Village Key Requests

11.A. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AMENDMENT NO. 1 TO WORK ORDER RIB2401 TO RIBBECK ENGINEERING, INC. FOR MODIFIED DESIGN, PERMITTING, AND BIDDING SERVICES FOR PHASE 1 OF THE HARBOR ISLAND STORMWATER IMPROVEMENTS PROJECT RELATED TO THE VILLAGE'S STORMWATER IMPROVEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $147,609.28; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

The Mayor read the Resolution title into the record and asked staff to explain the amendment, the project timeline, the scope of work, the pump station location, and the status of the seawall component.

CIP Director Roger Hogg explained that the amendment stemmed from issues encountered at Civic Park. The Village approached Ribbeck regarding the seawall and outfall, and the consultant had originally planned to place the outfall piping based on the Civic Park design. The outfall is now being relocated and redesigned as part of the stormwater plan. After discussions with Ribbeck, it was determined that this change could benefit the project and may reduce Phase 1 construction costs. The pump station has also been reoriented to create more usable space within Civic Park.

Mayor Streitfeld noted that the subcontractor, Rez, had worked on the seawall for about two years and asked whether they could now serve as a subcontractor under Ribbeck. Mr. Hogg responded that Ms. Viala had spoken with the engineer, but it remains unclear whether Rez can be brought in as a subcontractor to Ribbeck.

DRAFT

ACTION: Commissioner Chervony made a motion to approve the proposed work order from Ribbeck. Commissioner Rotondaro seconded the motion.

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

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

Mayor Streitfeld read the Resolution title into the record.

Mayor Streitfeld asked for the Village Manager and Village Attorney to summarize the proposed amendments and updates.

Village Attorney Sera provided an overview of the project's history and the ongoing construction modifications, highlighting the following points:

- Proposed amendment to the Development and Construction Management Agreement.
- Addition of a third floor to the facility.
- A total Village contribution of $4,263,494.95 toward the construction of the facility.
- PFL will complete the build-out of the ground-floor concession area.
- PFL will occupy 600 square feet on the third floor under a commercial lease, subject to annual renewals.
- Updated plans are currently under permit review.

Mayor Streitfeld requested clarification regarding prior discussions about funding responsibilities for the second and third floors.

Village Manager Rollason explained that PFL will be responsible for the costs associated with the third floor.

ACTION: Commissioner Chervony made a motion to approve the proposed work order from Ribbeck. Commissioner Rotondaro seconded the motion.

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

At this time, Item 12B was taken out of order.

12. First Reading of Ordinances

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

12.B. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY MAYOR RACHEL STREITFELD AND CO-SPONSORED BY COMMISSIONER DORIS ACOSTA

Mayor Streitfeld read the proposed ordinance title into the record.

Mayor Streitfeld introduced the ordinance and outlined the related legislation aimed at restricting overnight anchoring. The Village will also be able to collaborate with partnering and neighboring agencies to identify vessels that remain anchored for more than 30 days within any six-month period.

Commissioner Daro asked how the Village plans to enforce these regulations.

Mayor Streitfeld explained that enforcement would occur in coordination with neighboring partners, with the Village Police Department and the Code Enforcement Department responsible for implementation.

Deputy Chief of Police Sam Bejar added that the Police Department can enforce the regulations and recommended incorporating language granting explicit authority to remove vessels when necessary. He noted, however, that vessel removal can be costly.

ACTION: Commissioner Acosta made a motion to approve the ordinance on first reading, subject to adding a provision giving the Police Department the authority to remove vessels.

Commissioner Chervony seconded the motion.

DRAFT

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

12.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 11, "SIGNS," AND CHAPTER 15, "FORM BASED CODE," TO ADDRESS CURRENT LEGAL REQUIREMENTS, TO ESTABLISH SPECIFIC STANDARDS AND REGULATIONS, AND TO CONSOLIDATE ALL PROVISIONS RELATED TO SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Streitfeld read the proposed ordinance title into the record.

Village Attorney Sera introduced the proposed sign ordinance. She provided a summary of the proposed amendments.

- Unifies sign regulations in chapter 1
- Provides extensive legislative intent
- Updates definitions
- Illustrates sign types
- Introduces the concept of legal nonconforming signs.
- New section to meet ADA compliance.
- Exempts signs
- Temporary signs
- Prohibited signs

There was a detailed discussion on temporary signs, election signs, and enforcement was held among the Commission.

ACTION: Commissioner Rotondaro made a motion to approve the ordinance on first reading. Commissioner Chervony seconded the motion.

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

13. Public Hearings

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

14. Discussion/Action Items

A. Unfinished Business

B. New Business

14.A. Discussion and Direction on the Village's Solid Waste Services

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Mayor Streitfeld emphasized the need for additional public engagement on this issue. She asked how much time and funding would be required to permit the Little River Public Works site for storing garbage trucks. She requested a one-page fact sheet that addresses not only costs but also the impact on employees, clarifying that no employees will be displaced. She also requested an in-depth email to residents and noted that she would like to draft a message to accompany it.

There was discussion about the possibility of placing the matter on the ballot. Mayor Streitfeld stated that she does not support a referendum for two reasons:

(1) placing an issue on the ballot limits the ability of officials to engage with the public during the process, and
(2) Important decisions should not be deferred to voters in this manner.
She also expressed that she did not want the Commission to vote on the matter at this meeting.

Commissioner Chervony observed that only registered voters may participate in a referendum; of approximately 8,500 residents, about 4,000 are registered, and perhaps 2,000 would vote.

Commissioner Daro asked how many sanitation vehicles the Village has; there are two leased vehicles in operation and two owned by the Village.

Commissioner Chervony also inquired about the purchase or lease cost of sanitation trucks, including personnel costs.

Public Works Director Buckland reported that he is contacting DERM regarding the permitting requirements for placing vehicles at the Little River site. Mayor Streitfeld noted that the Village currently has several major capital projects underway and that residents need to be informed of these efforts.

Commissioner Acosta asked how franchise fees are calculated and requested a copy of the Coral Gables contract. She also asked for clarification on in-kind services.

Public Works Director Buckland explained that dumpsters for Village facilities would be serviced at no cost; condominium dumpsters would be paid for by the condos. The contractor supplies the dumpsters, except for compactors, which are supplied by the condos, and the contractor repairs or replaces units as needed. Commissioner Acosta also asked about the age of the dumpsters and vehicles to be used.
There was extensive additional discussion on the topic. The item will be brought back for further discussion in April.

14.B. Discussion on the Village's Construction Fence Materials/ Design - Sponsored by Commissioner Doris Acosta

There was a discussion regarding the need to review the construction mesh installed at the Village Hall site. The Commission considered creating an Ordinance that would allow citations to be issued to property owners and general contractors for fence-related violations. The Building and Zoning staff will collaborate on a flyer to inform the community about relevant Code requirements and common issues.

DRAFT

~~**14.C. Discussion on the State's Proposed Elimination or Reduction of Property Taxes**~~

This item was removed from the agenda during the order of business.

14.D. Discussion on the Parking Lease Agreement for Treasure Island Care Center - Sponsored by Mayor Rachel Streitfeld

Mayor Streitfeld expressed interest in creating an entrance to the park at the current lease site.

She requested a summary of the lease to assist in evaluating how the entrance conversion could be accomplished. The item will be brought back for discussion in April.

14.E. Discussion and Direction on Enforcement of Illegal Vehicle Noise and Potential Future Use of Noise Cameras on the Causeway - Sponsored by Vice Mayor Goran Cuk

Vice Mayor Goran Cuk introduced the item.

Deputy Chief Bejar explained that officers are authorized to issue citations for equipment violations and that state law preempts the use of alternative enforcement tools such as cameras for noise violations.

Commissioner Cuk expressed interest in issuing citations for violations of state law.

It was suggested that a reminder be added to the Village Message Sign (VMS). Staff also noted that if a noise violation is observed at the same time as another infraction, citations may be issued for both.

14.F. Discussion Regarding Potential ULDC Amendments relating to Public Buildings and Grounds (PBG) Zoning District Regulations and Property Designations, and Approvals for Construction Trailers/Sales Centers and Construction staging

Village Planner Craig Pinder presented the items under consideration for potential amendments to the Unified Land Development Code (ULDC).

Mayor Streitfeld noted that public buildings and grounds will not all serve the same functions and therefore should not be governed by uniform regulations. For example, passive parks would require different standards than the Village Hall property.

The following topics were discussed:
• **Sales Trailers:** Consider allowing sales trailers to remain on site beyond 18 months, consistent with RM-70 standards.

• **Construction Trailers:** Construction trailers should not be permitted indefinitely; they may remain only while active construction is occurring. The intent is to prevent trailers from remaining onsite when no work is taking place.

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• **Temporary Off-Site Parking for Construction:**
Within transect zones, current regulations require Commission approval through a public hearing to determine whether the distance of off-site parking is reasonable. The recommendation is to give this administrative approval instead.

Village Planner Pinder proposed classifying temporary parking as an accessory use to construction activity.

Mayor Streitfeld emphasized that off-site temporary parking should not be located within the public right-of-way and supported establishing an administrative process for approving such parking.

14G. New item – Discussion on the Palm Tree Club Operations & Noise – Sponsored by Vice Mayor Cuk

A representative from the Palm Tree Club addressed the Commission.

The representative noted that they have visited the building several times and received positive feedback from residents following the installation of the new sound system.

Vice Mayor Cuk reported that residents at the Lexi have also observed improvements since the system was installed. The system incorporates white noise designed to help neutralize the impact of music.

DRAFT

15. Adjournment

There being no further business to discuss, the meeting adjourned at 10:54 p.m.

Accepted on this 21 day of April 2026.

Respectfully Submitted,

_____
Alba L. Chang
Village Clerk

_____
Rachel Streitfeld, Mayor

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Report on the Village's Solid Waste Services

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
None

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Lili Torres, Community Engagement Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Report on the Community Center Grand Opening Planning Committee (April 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
NONE

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Lili Torres, Community Engagement Director

SPONSORED BY: Village Manager, Frank Rollason

SUBJECT: Community Engagement Report (March 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Community Engagement Report (March 2026)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Community Engagement Report March 2026.pdf

NORTH BAY VILLAGE COMMUNITY ENGAGEMENT REPORT

March 2026

Strategic Communications & Social Media

Notable Achievements: Created first reel, launched NBV Text alerts, reached 40,000+ views on singular post and 2,000+ likes, gained 100+ followers in the last month alone.

Created all promotional flyers, planned strategic messaging and successfully executed comprehensive social media campaigns for every event and initiative.

Social Media Reach: Instagram 5,178 followers | Facebook 2,400+ followers | X 1,264 followers | LinkedIn 60,000 impressions

Promoted 30+ initiatives across **5 communication channels** and sent **4 newsletters** including NBV Text Alerts, February Capital Improvement Project Updates, NBV Water Conservation, Don't Forget Your Permit!, Community Engagement Outreach Flyer, Spring Fling!, Vogel Park Closure, Tobi: Honorary NBVPD Member, Community Center Reel, St. Patrick's Day, Saidi Sister Memorial Scholarship, Culture Crawl Cancellation, YMCA Summer Camp, Saturday Soccer Registration, Recreational Program Registration, A4L Summer Camp, Commissioner Mickey Steinberg's Small Business Grant, DMV Flow Services, Coastal Mayors of Biscayne Bay, March Movie Night, NBV Condominium Special Assessment Program, 2026 NBV Recycling Calendar, Commissioner Acosta's Virtual Agenda Review, Ad Hoc Community Center Grand Opening Committee, Vice Mayor Cuk's STEM Scholarship, Spring Camp, and Trolley Services.

Events & Programming

March: Coastal Mayors of Biscayne Bay

Recreation Programs

Promoted and coordinated registration for Saturday Soccer and Recreational Soccer programs.

Community Engagement

First meeting for the Ad Hoc Brent Walter Latham Community Center Grand Opening Committee.

Toured Ad Hoc Committee through Community Center.

Held meetings with all condominium board presidents and HOA managers on East Treasure Drive to promote resident engagement and build relationships.

Hired Communications & Event Coordinator

Monthly Overview

Category	Accomplishments
Communications	30+ campaigns | 68,461+ total social media impressions
Events	1 March event executed | 3 total scheduled (cancellations)
Community Engagement	New Communications & Events Coordinator


NORTH BAY VILLAGE
HEART OF THE BAY

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Enforcement Report (March 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $3,900.00 in Code Compliance fines.

PERSONNEL IMPACT
NONE

ATTACHMENTS
January 2026 CM-Code Report.pdf
February 2026 CM-Code Report.pdf
March 2026 CM-Code Report.pdf

	Code	Statistics	Jan-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1555 N Treasure Dr #304	Expired Permit	Warning	1/5/2026				
1625 Kennedy Cswy #802	Expired Permit	Warning	1/5/2026				
1630 S Treasure Drive	Expired Permit	Warning	1/5/2026				
23-3209-000-0030	Vacant Lot Fee	Warning	1/6/2026				
23-3209-000-0020	Vacant Lot Fee	Warning	1/6/2026				
1356 Bay Terrace	Vacant Lot Fee	Warning	1/6/2026				
7700 Center Bay Drive	Vacant Lot Fee	Warning	1/6/2026				
7531 Coquina Drive	Construction Site Maint/ID	Warning	1/6/2026				
7524 W Treasure Drive	Vacant Lot Fee	Warning	1/6/2026				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	1/6/2026				
7508 W Treasure Drive	Vacant Lot Fee	Warning	1/6/2026				
7922 East Drive	Vacant Lot Fee	Warning	1/6/2026				
23-3209-001-0270	Vacant Lot Fee	Warning	1/6/2026				
23-3209-001-0250	Vacant Lot Fee	Warning	1/6/2026				
1670 S Treasure Drive	Vacant Lot Fee	Warning	1/6/2026				
8000 East Drive	Fence Mesh	Warning	1/6/2026				
7711 Beach View Drive	Construction Site Maint/ID	Warning	1/6/2026				
7509 Buccaneer Ave	Construction Site Maint/ID	Citation	1/7/2026		$250.00		
7509 Buccaneer Ave	Construction Site Maint/ID	Citation	1/7/2026		$500.00		
7600 Beach View Drive	Expired Permit	Citation	1/7/2026		$250.00		
7700 Center Bay Drive	Vacant Lot Fee	Citation	1/7/2026		$250.00		
7720 Miami View Drive	Operating / Advertising	Warning	1/8/2026				
7531 Beach View Drive	Operating / Advertising	Warning	1/8/2026				
1550 Kennedy Cswy	Bulk Trash	Warning	1/8/2026				
1356 Bay Terrace	Vacant Lot Fee	Citation	1/8/2026		$250.00		
7731 Miami View Drive	Noise	Citation	1/9/2026	$250.00			
1524 Kennedy Cswy	Trash	Warning	1/9/2026				
7610 Beach View Drive	Noise	Warning	1/9/2026				
23-3209-001-0270	Vacant Lot Fee	Citation	1/9/2026		$250.00		
23-3209-001-0250	Vacant Lot Fee	Citation	1/9/2026		$250.00		
7516 Bounty Ave	Construction Site Maint/ID	Warning	1/12/2026				
7400 Beach View Drive	Bulk Trash	Warning	1/12/2026				
7512 Buccaneer Ave	Noise	Warning	1/12/2026				
7927 East Drive	Trash	Citation	1/13/2026		$200.00		
7927 East Drive	Trash	Citation	1/13/2026		$200.00		
7927 East Drive	Trash	Citation	1/13/2026		$200.00		
7922 East Drive	Vacant Lot Fee	Warning	1/13/2026		$250.00		
1621 S Treasure Drive	WWP	Citation	1/14/2026	$250.00			
1441 S Treasure Drive	WWP	Citation	1/14/2026		$250.00		
1647 N Treasure Drive	Fence Mesh	Warning	1/15/2026				
7720 Miami View Drive	Recycle Cans	Citation	1/16/2026	$200.00			
7821 Beach View Drive	WWP	Citation	1/16/2026	$250.00			
7557 Mutiny Ave	Landscape	Warning	1/20/2026				
7921 East Drive	Bulk Trash	Warning	1/20/2026				
7939 West Drive	Bulk Trash	Warning	1/20/2026				
7731 Miami View Drive	Noise	Citation	1/20/2026		$250.00		
1872 Kennedy Cswy	Blocking ROW	Warning	1/20/2026				
7730 Center Bay Drive	Recycle Can	Warning	1/21/2026				
7421 Center Bay Drive	Bulk Trash	Warning	1/21/2026				
7922 East Drive	Bulk Trash	Warning	1/21/2026				
1755 Kennedy Cswy	Fence Maintenance	Warning	1/21/2026				
7924 East Drive	Bulk Trash	Warning	1/21/2026				
7524 Buccaneer Ave	Recycling Violation	Warning	1/21/2026				
7921 West Drive	Bulk Trash	Warning	1/21/2026				
23-3209-000-0030	Vacant Lot Fee	Warning	1/23/2026		$250.00		
23-3209-000-0020	Vacant Lot Fee	Warning	1/23/2026		$250.00		
7501 Adventure Ave	Recycle Can	Warning	1/23/2026				
7929 West Drive	Bulk Trash	Warning	1/23/2026				
1621 S Treasure Drive	WWP	Citation	1/26/2026		$250.00		
7516 Buccaneer Ave	Bulk Trash	Warning	1/27/2026				
7510 Miami View Drive	Noise	Warning	1/27/2026				
7731 Miami View Drive	Construction Site Maint	Warning	1/27/2026				
1819 Kennedy Cswy	Special Event	Citation	1/27/2026	$250.00			
1819 Kennedy Cswy	Noise	Citation	1/27/2026	$250.00			
7821 Beach View Drive	WWP	Citation	1/28/2026		$250.00		
1700 Kennedy Cswy	Open / Unsecure	Warning	1/30/2026				
7920 East Drive	Special Magistrate	Order	1/30/2026		$15,000.00		
1660 S Treasure Drive	Noise	Citation	1/30/2026		$250.00		
7548 Cutlass Ave	Bulk Trash	Warning	1/30/2026				
7510 Miami View Drive	Noise	Citation	1/30/2026	$250.00			

(30) Lien Searches							
				$1,700.00	$19,600.00		

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
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic
Special Magistrate	Fines Collected as a Result of a Special Magistrate Order
Open/Unsecured	Construction Site Open and Unsecured
STRV Strike	Code violation counted when revoking/denying an STVR License

	Code	Statistics	Feb-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7508 W Treasure Drive	Fence Mesh	Warning	2/2/2026				
8000 East Drive	Fence Maintenance	Warning	2/2/2026				
1647 N Treasure Drive	Fence Mesh	Warning	2/2/2026				
1670 S Treasure Drive	Vacant Lot Fee	Warning	2/3/2026		$250.00		
Treasure Island	Handbills	Removed	2/4/2026				
1665 Kennedy Cswy	Property Maintenance	Warning	2/4/2026				
1665 Kennedy Cswy	Illict Discharge	Warning	2/4/2026				
7544 Hispanola Ave	Bulk Trash	Warning	2/4/2026				
1671 S Treasure Drive	Landscape	Warning	2/4/2026				
Treasure Island	Recycling Violation	Tagged	2/4/2026				
7821 Coquina Drive	Landscape	Warning	2/4/2026				
7525 E Treasure Drive	SWO	Posted	2/5/2026				
7915 East Drive	Bulk Trash	Warning	2/5/2026				
7921 East Drive	Bulk Trash	Warning	2/5/2026				
1800 Kennedy Cswy #208	WWP	Citation	2/9/2026	$250.00			
1665 Kennedy Cswy	Illicit Discharge	Citation	2/9/2026	$250.00			
1880 S Treasure Drive	Minimum Housing	Warning	2/9/2026				
1670 S Treasure Drive	Construction Site Maint	Warning	2/10/2026				
Treasure Island	Prohibited Sign	Removed	2/10/2026				
Treasure Island	Prohibited Sign	Removed	2/10/2026				
Treasure Island	Prohibited Sign	Removed	2/10/2026				
1725 Kennedy Cswy	Vacant Lot Fee	Warning	2/10/2026		$250.00		
1671 S Treasure Drive	Bulk Trash	Warning	2/10/2026				
7811 Miami View Drive	Bulk Trash	Warning	2/10/2026				
1624 Kennedy Cswy	Sign Maintenance	Warning	2/11/2026				
1356 Bay Terrace	Prohibited Signs	Warning	2/11/2026				
1872 Kennedy Cswy	WWP	Citation	2/11/2026	$250.00			
Bounty Ave	Illegal Dumping	Removed	2/13/2026				
7801 Center Bay Drive	Landscape	Warning	2/17/2026				
7920 East Drive #3	Posted Unsafe	Posted	2/17/2026				
1872 Kennedy Cswy	Noise	Citation	2/17/2026		$250.00		
1872 Kennedy Cswy	WWP	Citation	2/17/2026		$250.00		
1872 Kennedy Cswy	WWP	Citation	2/17/2026		$250.00		
7421 Center Bay Drive	Recycling Violation	Posted	2/17/2026				
1801 S Treasure Drive	Construction Site Maint	Citation	2/18/2026	$500.00			
Mutiny Ave	Trash on ROW	Removed	2/18/2026				
Treasure Island	Prohibited Sign	Removed	2/18/2026				
1801 S Treasure Drive	Blocking ROW	Warning	2/19/2026				
1801 S Treasure Drive	Construction Site Maint	Citation	2/19/2026	$750.00			
1441 W Treasure Drive	Bulk Trash	Warning	2/19/2026				
7525 W Treasure Drive	Bulk Trash	Warning	2/19/2026				
1801 S Treasure Drive	MOT	Warning	2/20/2026				
7500 Bounty Ave	Bulk Trash	Warning	2/20/2026				
7801 Center Bay Drive	Fence Maintenance	Warning	2/24/2026				
1755 Kennedy Cswy	Prohibited Sign	Warning	2/24/2026				
1666 Kennedy Cswy #200	BTR	Warning	2/24/2026				
1666 Kennedy Cswy #206	BTR	Warning	2/24/2026				
1666 Kennedy Cswy #603	BTR	Warning	2/24/2026				
1666 Kennedy Cswy #600	BTR	Warning	2/24/2026				
7545 E Treasure Dr #9H	WWP	Citation	2/24/2026	$250.00			
1400 Kennedy Cswy #1460	BTR	Warning	2/25/2026				
7601 E Treasure Dr #CU4	BTR	Warning	2/25/2026				
7601 E Treasure Dr #CU20	BTR	Warning	2/25/2026				
1700 Kennedy Cswy #170	BTR	Warning	2/25/2026				
1508 Kennedy Cswy	BTR	Warning	2/25/2026				
1819 Kennedy Cswy	BTR	Warning	2/25/2026				
1800 Kennedy Cswy #301	Operating / Advertising	Citation	2/26/2026	$250.00			
1800 Kennedy Cswy #301	BTR	Citation	2/26/2026	$250.00			
(26) Lien Searches							
				$2,750.00	$1,250.00		

Glossary

Violation Type Abbreviation	Definition
WWP	Work Without Permits
ROW	Right-of-Way
BTR	Business Tax Receipt
Operating/Advertising	Operating / Advertising a Short Term Vacation Rental
SWO	Stop Work Order
STVR	Short Term Vacation Rental
MOT	Maintenance of Traffic

Special Magistrate	Fines Collected as a Result of a Special Magistrate Order						
Open/Unsecured	Construction Site Open and Unsecured						
STRV Strike	Code violation counted when revoking/denying an STVR License						

	Code	Statistics	Mar-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1630 S Treasure Drive	Construction Site Maint	Warning	3/2/2026				
7917 West Drive	Bulk Trash	Warning	3/2/2026				
7927 East Drive	Bulk Trash	Warning	3/2/2026				
1851 Galleon Street	Prohibited Banner	Warning	3/2/2026				
7925 West Drive	Special Magistrate	Order	3/2/2026		$350.00		
7601 E Treasure Drive	Trash	Warning	3/3/2026				
7544 Mutiny Ave	BTR	Warning	3/3/2026				
7904 West Drive #1009	BTR	Warning	3/3/2026				
7710 Beach View Drive	Bulk Trash	Warning	3/4/2026				
7536 Cutlass Ave	Bulk Trash	Warning	3/5/2026				
7509 Buccaneer Ave	Fence Mesh	Warning	3/5/2026				
7929 West Drive	ROW Violation	Warning	3/5/2026				
7945 East Drive	Recycling Violation	Tagged	3/5/2026				
7536 Cutlass Ave	Bulk Trash	Warning	3/5/2026				
8000 East Drive	Fence	Warning	3/6/2026				
1801 S Treasure Drive	Trash	Warning	3/6/2026				
7601 E Treasure Drive	Dumpster Enclosure	Warning	3/6/2026				
8000 West Drive	Trash Violation	Warning	3/6/2026				
7524 W Treasure Drive	Vacant Lot Fee	Warning	3/6/2026		$250.00		
7920 East Drive	Bulk Trash	Warning	3/9/2026				
7516 Bounty Ave	Prohibited Sign	Removed	3/10/2026				
7939 West Drive	Bulk Trash	Warning	3/10/2026				
7536 Bounty Ave	Trash Cans	Warning	3/10/2026				
1801 S Treasure Drive	Construction Site Maint	Citation	3/10/2026		$500.00		
1801 S Treasure Drive	Construction Site Maint	Citation	3/10/2026		$750.00		
7532 Adventure Ave	Bulk Trash	Warning	3/10/2026				
7934 West Drive #1003	WWP	Citation	3/11/2026	$250.00			
7934 West Drive #1003	Minimum Housing	Warning	3/11/2026				
7531 Coquina Drive	Fence Maintenance	Warning	3/11/2026				
7501 Adventure Ave	Prohibited Sign	Removed	3/11/2026				
7537 Mutiny Ave	WWP	Citation	3/11/2026	$250.00			
7926 East Drive	Blocking ROW	Removed	3/12/2026				
7821 Beach View Drive	Fence Mesh	Warning	3/12/2026				
7921 East Drive	Bulk Trash	Warning	3/12/2026				
7904 West Drive #617	BTR	Warning	3/12/2026				
1400 Kennedy Cswy #1418	BTR	Warning	3/12/2026				
1735 N Treasure Drive	BTR	Warning	3/12/2026				
1700 Kennedy Cswy #120	BTR	Warning	3/12/2026				
1570 Kennedy Cswy	BTR	Warning	3/12/2026				
1665 Kennedy Cswy	Illicit Discharge	Citation	3/12/2026		$250.00		
1790 Kennedy Cswy	WWP	Citation	3/13/2026	$250.00			
7531 Coquina Drive	Construction Site Maint/ID	Citation	3/13/2026	$250.00			
7934 West Drive #901	Noise	Citation	3/16/2026		$250.00		
7509 W Treasure Drive	Construction Site Maint.	Warning	3/19/2026				
7531 Coquina Drive	Construction Site Maint.	Warning	3/19/2026				
7401 Beach View Drive	Noise	Warning	3/20/2026				
7524 Mutiny Ave	Operating / Advertising	Citation	3/23/2026	$250.00			
7524 Mutiny Ave	BTR	Citation	3/23/2026	$250.00			
7910 Harbor Island Dr #1002	Operating / Advertising	Warning	3/24/2026				
7940 Bounty Ave	Bulk Trash	Warning	3/24/2026				
7537 Adventure Ave	Bulk Trash	Warning	3/24/2026				
7532 Buccaneer Ave	Bulk Trash	Warning	3/25/2026				
8000 West Drive	Gas Blowers	Warning	3/25/2026				
7904 West Drive #602	Expired Permits	Citation	3/26/2026	$250.00			
7901 Hispanola Ave #707	Expired Permits	Citation	3/26/2026	$250.00			
7545 E Treasure Dr #9H	WWP	Citation	3/26/2026		$250.00		
1880 S Treasure Drive #2H	Expired Permits	Citation	3/26/2026	$250.00			
7513 W Treasure Drive	Expired Permits	Citation	3/26/2026	$250.00			
7516 W Treasure Drive	Construction Site Maint	Warning	3/26/2026				
7520 W Treasure Drive	Expired Permits	Citation	3/27/2026	$250.00			
7601 E Treasure Dr #2410	Expired Permits	Citation	3/27/2026	$250.00			
7721 Coquina Drive	Noise	Citation	3/27/2026		$250.00		
7904 West Drive #910	Expired Permits	Citation	3/27/2026	$250.00			
7920 East Drive #5	Expired Permits	Citation	3/27/2026	$250.00			
1630 S Treasure Drive	Fence Mesh	Warning	3/30/2026				
7548 W Treasure Drive	Costruction Site Maint/ID	Citation	3/30/2026		$500.00		
1819/1855 Kennedy Cswy	WWP	Citation	3/30/2026	$250.00			
7401 Beach View Drive	Fence Mesh	Warning	3/30/2026				
7509 Buccaneer Ave	Blocking ROW	Warning	3/31/2026				
1311 Bay Terrace	Gas Blowers	Warning	3/31/2026				

7510 Beach View Drive	Special Magistrate	Order	3/31/2026		$300.00		
7510 Beach View Drive	WWP	Citation	3/31/2026		$250.00		
7821 Beach View Drive	Noise	Warning	3/31/2026				
(23) Lien Searches							
				$3,750.00	$3,900.00		

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

ITEM NO. 9.E

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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 (March 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (March 2026).pdf

North Bay Village Police Department
Memorandum

Date: April 1, 2026

To: Assistant Chief, R. Jenkins

From: Lieutenant, Norlan Benitez

Subject: Monthly Traffic Enforcement Report for March 1 to March 31, 2026

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 March 2026. 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:

- 213 – Speeding Citations
- 45 – Criminal Citations
- 100 –Moving Violation Citations
- 224 – Non-Moving Citations
- 80 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 0 – Criminal Citation
- 19 – Moving Violation Citations
- 26– Non-Moving Citations
- 12 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 0 – Criminal Citations
- 31 – Moving Violation Citations
- 56– Non-Moving Citations
- 15 – Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- 714– Citations
- 107–Warnings
- 168– Parking Citations

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk Report for March 2026

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.

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

Public Notices / Agendas

The Village Clerk's Office issued a total of 9 Public Meeting Notices for March 2026. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Special Magistrate Hearings, Sunshine Meetings and Request for Proposals.

Resolutions	Agreements
2	7

Records Management / Digitization Project

In mid-January, First Choice Digital, took collected the final phase of the Building Department property files for scanning, consisting mainly of large architectural plans. These files are

expected to be scanned and uploaded into the Village's digital repository (Laserfiche) over the course of the year.

As of April 6, 2026, the vendor has scanned and completed OCR processing all of boxes that were initially taken off-site. The next phase of the project involves staff evaluating the scanned records and location.

Business Tax Receipts

Late last year, I began developing and implementing an automated process for Business Tax Receipts (BTR). Over the past year, we have held multiple meetings to design a more efficient, streamlined system. This new module will enhance our internal operations as we transition from a paper-based approach to a fully digital platform.

Currently, we are in the final phase before implementing the Business Tax Receipt module with Tyler, with plans to go live within the next month or so. Key improvements include an automated intake process, a more efficient staff checklist, integrated inspection scheduling with Code Enforcement and Building Departments, and the eventual ability to process payments online.

2026 Village General Elections

Over the past month, I met with staff from the Miami-Dade County Supervisor of Elections to coordinate preparations for the upcoming November election. Discussions included the FY 2027 budget for the next election cycle, qualifying period submittals, the petition verification process during the qualifying period, and key deadlines for voter registration, ballot requests, and other related activities. Initial Village candidate information packets have been prepared; however, the State of Florida Division of Elections is in the process of releasing a new Candidate Handbook and the 2026 Florida Compilation of Election Laws.

At this time, no candidates have submitted their intent to run for office.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

2026 - Advisory Board Attendance - Jan-Mar.pdf
Public Records Log - March 2026.pdf

2026 - Resident Advisory Board - Attendance

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

NAME	JANUARY	FEBRUARY	Monday March 3	APRIL	Thursday May 7	Tuesday June 2	Tuesday July 7	Tuesday August 4	Tuesday September 1	Tuesday October 6	Tuesday November 3	Tuesday December 1
Alili, Farahim			P									
Cantave, Lidia			P									
Larche, Francois	CANCELED	CANCELED	P	CANCELED								
Parada, Jose			A									
Swartz, Susan			A									

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

NAME	Tuesday January 13	Wednesday February 11	Tuesday March 10	Tuesday April 14	Tuesday May 12	Tuesday June 9	Tuesday July 14	Monday August 18	Tuesday September 8	Tuesday October 13	Tuesday November 10	Tuesday December 8
Zuniga, Marco	A	P	P									
Schoett, Lars	P	P	P									
Avalos, Liz	P	P	A									
William (Bill) Prendergast	APPOINTED - MARCH 2026		P									
Sidharth R. Mehta	P	P	A									

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

NAME	Tuesday January 27	FEBRUARY	Tuesday March 24	Tuesday April 28	Tuesday May 26	Tuesday June 23	Tuesday July 28	Tuesday August 25	Tuesday September 22	Tuesday October 27	Tuesday November 24	Tuesday December 22
Doebler, David	P		P									
Krasner, Neil	P		P									
Krebs, Brenda	P	CANCELED	P									
Graham, Alisha	P		A									
Pfeffer, Oliver B	A		P									

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

NAME	JANUARY	FEBRUARY	Wednesday March 4	Wednesday March 31 [*April Meeting*]	Wednesday May 6	Wednesday June 3	Wednesday July 1	Wednesday August 5	Wednesday September 2	Wednesday October 7	Wednesday November 4	Wednesday December 2
Turbides, Maximo E. - Alternate			P	P								
Losada, Joelyn			P	P								
Gonzalez, Jorge Pablo	CANCELED	CANCELED	P	P								
Abramson, Sherry			A	P								
Murphy, Paul			P	P								
Shaw, Ryan			P	P								

ANIMAL WELFARE: *QUARTERLY - 6:30 P.M. / THIRD WEDNESDAY of QUARTER*

NAME	JANUARY	FEBRUARY	Wednesday March 18	April	May	June	July	August	Wednesday September 16	October	November	Wednesday December 16
Shakti, Indira			P									
Amadi, Sole Anamaria			P									
Fasana, Sabrina	NO MEETING	NO MEETING	P									
Lopez, Rosaura			P									
Marquez-Arrechea, Maria De La Cruz			P									

COMMUNITY ENHANCEMENT: *FOURTH WEDNESDAY - 6:30 P.M.*												
NAME	**JANUARY**	**Wednesday February 25**	**MARCH**	**Wednesday April 22**	**Wednesday May 27**	**Wednesday June 24**	**Wednesday July 22**	**Wednesday August 26**	**Wednesday September 23**	**Wednesday October 28**	**Wednesday November 25**	**Wednesday December 23**
Cotton, Christopher	CANCELED	P	CANCELED									
Farriga, Bree		P										
Petrini, Jacob		P										
Quay, Nick		A										
Segall, Alexei Julian		P										

AD HOC GRAND OPENING COMMITTEE: *THIRD THURSDAY or BI-WEEKLY - 6:30 P.M.*											
NAME	**JANUARY**	**FEBRUARY**	**Wednesday March 11**	**Thursday April 9**	**May**	**June**	**July**	**August**	**September**	**October**	**November**	**December**
Indira Shakti	NEW BOARD 2026	NEW BOARD 2026	P									
Vinita Chakravarty			P									
Brent Latham			P									
Maruja Gil			P									
Meghan Browning			P									
Kevin Colin			P									
Cesar Aguado			P									

Last Updated: 4/3/2026 14:00

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

Public Records Request Log - March

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED	COMMENTS
3/2/2026	Jon Kendrick	Building	Permit Inspection	N/A	3/2/2026	
3/3/2026	Sara Kochen	Code	Code Compliance Record 2000 N. Bayshore Dr Unit 328	N/A	3/4/2026	
3/4/2026	Jorge Reyes	Village Clerk	SAP	N/A	3/9/2026	
3/9/2026	Will Maguire	Code	Public Records 7525 E Treasure Drive	N/A	3/9/2026	
3/13/2026	Christian Tenekedes		Video Footage of Aventure & North Treasure Dr	N/A	3/15/2026	
3/15/2026	Jelena Polusina	Building	Certification/Assessments	N/A	3/17/2026	
3/15/2026	Maggie Harris		Speed Cameras	N/A	3/15/2026	
3/16/2026	Claudio Molica	Building	Permits	N/A	3/16/2026	
3/16/2026	Melvin Underwood	Building	Roof Permits	N/A		
3/18/2026	Elio Mercado			N/A	3/19/2026	
3/18/2026	Jennifer Foster	Finance	Investment of Financial Assets	N/A	4/2/2026	
3/27/2026	Dennis Mauricio Meraz / Greenland Construction Services, LLC.	Code	Code Violations from March 1-27, 2026	N/A		
3/27/2026	Oshea Smith	Finance	Payments to vendors for good/services from 1/1/2022-02/28/2026	N/A	3/27/2026	
3/19/2026	Wendy Casido-Guerra, LCAM, MBA The Lexi Condo Association, INC.	Building	The Lexi: 7901 Hispanola Avenue - Plumbing Plans	N/A	3/30/2026	
3/27/2026	Shovels	Building	Residential/Commercial Public/Private Property permits - February 2026	N/A	3/27/2026	
3/30/2026	David Correa, Investigartor Miami-Dade Public Defender's Office	Building	Permit History - 7529 Muitny Avenue: from 02/28/2025 - PRESENT	N/A		
3/30/2026	Tori Reyes, Project Manager Shovels	Building	Permit Report - January	N/A	3/30/2026	
3/12/2026	Ralph B Mills Premium Lien Seach, INC	Building	Bayshore Yacht and Tennis Club, LLC 7904 W Drive, CU 12	N/A	4/2/2026	

Public Records Request Log - March - POLICE						
DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED	COMMENTS
3/2/2026	Temera Sinclair	Police	Case # 202600007779	N/A	3/2/2026	
3/2/2026	Kamari Dawson	Police	Case # 20260004209	N/A	3/5/2026	
3/5/2026	Jose Morales	Police	Case # 202500067985	N/A	3/5/2026	
3/5/2026	Kamari Dawson	Police	Case # 202600011624	N/A	3/5/2026	
3/5/2026	Kamari Dawson	Police	Case # 202600007538	N/A	3/5/2026	
3/5/2026	Adrianne Louis	Police	Case # 202500001217	N/A	3/9/2026	
3/5/2026	Kamari Dawson	Police	Case # 202500078784	N/A	3/5/2026	
3/6/2026	Dan Cedargale	Police				
3/9/2026	Victoria Caramay	Police	Case # 202600011627	N/A	3/9/2026	
3/9/2026	Mary Clifford	Police	Case # 202600002150	N/A	3/10/2026	
3/10/2026	Jose Morales	Police	Case # 202500034008	N/A	3/10/2026	
3/11/2026	Keyilah Henderson	Police	Case # 202600017950	N/A	3/11/2026	
3/11/2026	Nicole Munoz	Police	Court Case # AFDC26E	N/A	3/11/2026	
3/12/2026	Miguel Angel Palacios	Police	Case # 202600008065	N/A	3/12/2026	
3/12/2026	Miguel Angel Palacios	Police	Case # 202600011010	N/A	3/12/2026	
3/13/2026	Kamari Dawson	Police	Case # 202600010885	N/A	3/16/2026	
3/13/2026	Kamari Dawson	Police	Case # 202600012240	N/A	3/16/2026	
3/15/2026	Montri Putlek	Police	Case # 202600017950	N/A		
3/16/2026	James McMillan	Police	Case # 202600018828	N/A	3/16/2026	
3/16/2026	Jennifer Perez	Police	Case # 202600019034	N/A		
3/17/2026	Brandon Hefflin	Police	Case # 202600006537	N/A		
3/17/2026	Julia Hayes	Police	Case # 202500084733	N/A		
3/17/2026	Victoria Caramay	Police	Case # 202600013041	N/A	3/17/2026	
3/18/2026	Garry Scott	Police	Case # AG5KWTE	N/A	3/18/2026	

3/18/2026	Kamari Dawson	Police	Case # AMQK65E	N/A	3/18/2026	
3/20/2026	Nicole Munoz	Police	Case # AMQJHLE	N/A	3/18/2026	
3/20/2026	Kamari Dawson	Police	Case # AMQJPGE	N/A	3/18/2026	
3/23/2026	Miguel Angel Palacios	Police	Case # AKM9E1E	N/A	3/23/2026	
3/24/2026	Nicole Munoz	Police	Case # AKM6DDE	N/A	3/24/2026	
3/24/2026	Gary Scott	Police	Case # AKM8K3E	N/A	4/1/2026	
3/25/2026	Victoria Caramay	Police	Case # AG5L2JE	N/A	3/25/2026	
3/25/2026	Adrianne Louis	Police	Case # AMQK7XE	N/A	3/25/2026	
3/28/2026	Beatrice Davis Department of Children/Families	Police	911 Call Log - 1770 79 Street, APT D-314	N/A		
3/28/2026	Beatrice Davis Department of Children/Families	Police	911 Call Log - 7910 Harbor Island Drive, APT 407-B	N/A		
3/30/2026	Belkis Martinez	Police	Case # AI8F0WE	N/A	3/30/2026	
3/31/2026	Walter Solomon	Police	Case # 26-20997	N/A		

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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 LEASE AGREEMENT WITH NORTH BAY VILLAGE EAST DRIVE OWNER LLC FOR THE LEASE OF VACANT REAL PROPERTY LOCATED ON EAST DRIVE AND IDENTIFIED BY FOLIO NUMBERS 23-3209-001-0250 AND 23-3209-001-0270 FOR THE VILLAGE'S USE FOR CONSTRUCTION STAGING AND OPERATIONS DURING VILLAGE HALL CONSTRUCTION; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS AS COMPENSATION FOR USE OF THE PREMISES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission adopt the Resolution approving the proposed Lease Agreement for property on East Drive to serve as a staging area for the construction of the new Village Hall Project.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's approval of a lease agreement with North Bay Village East Drive Owner LLC for vacant property located on East Drive, which is identified for property tax purposes by Folio Nos. 23-3209-001-0250 and 23-3209-001-0270 to serve as a staging area for the construction of the new Village Hall and to accommodate Village offices during the project's duration.

The Village intends to use the premises for construction staging and Village office operations during the construction phase of Village Hall. The property owners will be responsible for property taxes and basic landscaping.

The proposed Lease provides for the following terms:

In lieu of lease payments, the Village will convey two (2) Transfer of Development Rights (TDRs) to the property as compensation for a two-year lease of the vacant land.

In the event the Village needs to continue using the land for construction staging, it will agree to pay a monthly fee only if necessary, in an amount to be determined.

It is recommended that the Village Commission approve the lease agreement in substantially the form attached to the proposed Resolution as Exhibit "A" for the Premises (the "Lease Agreement") and authorize the Village Manager to execute the Lease Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to take all actions necessary to implement the terms and conditions therein.

The Village Commission would further authorize the Village Manager to negotiate and execute on the Village's behalf any and all documents reasonably related to effectuate the sale of two (2) transfer of density rights pursuant to the Lease and in accordance with the Unified Land Development Code relating to transfers of density rights, including but not limited to purchase and sale agreements, and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
The Village will satisfy the payment through the conveyance of two (2) Transfer of Density Rights (TDR).

The current fee per TDR transferred is:
* $125,000 per non-waterfront
* $150,000 per waterfront

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution - Lease for Village Hall Construction Staging.DOCX
Lease Agreement - Village Hall Staging East Drive Owner LLC.DOCX

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A LEASE AGREEMENT WITH NORTH BAY VILLAGE EAST DRIVE OWNER LLC FOR THE LEASE OF VACANT REAL PROPERTY LOCATED ON EAST DRIVE AND IDENTIFIED BY FOLIO NUMBERS 23-3209-001-0250 AND 23-3209-001-0270 FOR THE VILLAGE'S USE FOR CONSTRUCTION STAGING AND OPERATIONS DURING VILLAGE HALL CONSTRUCTION; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE DOCUMENTS EFFECTUATING THE TRANSFER OF DENSITY RIGHTS AS COMPENSATION FOR USE OF THE PREMISES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to lease real property owned by North Bay Village East Drive Owner LLC (the "Owner") located on East Drive, which is identified for property tax purposes by Folio Nos. 23-3209-001-0250 and 23-3209-001-0270, (collectively, the "Premises") for use by the Village during construction of the Village Hall and Public Safety Complex Project, which is to be located at a 0.756-acre Village-owned property located at 1335 79th Street Causeway ("Village Hall"); and

WHEREAS, the Village intends to use the Premises for construction staging and certain Village operations during the construction of Village Hall; and

WHEREAS, the Village Commission desires to approve the lease agreement in substantially the attached hereto as Exhibit "A" for the Premises (the "Lease Agreement") and authorize the Village Manager to make such material and non-material changes to the Lease Agreement as may be in the Village's best interest and execute the Lease Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency, and to take all actions necessary to implement the terms and conditions therein; and

WHEREAS, the Village Commission further authorizes the Village Manager to negotiate and execute on the Village's behalf any and all documents reasonably related to effectuate the sale of two (2) transfer of density rights pursuant to the Lease and in accordance with the Unified Land Development Code relating to transfers of density

rights, including but not limited to purchase and sale agreements, and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Lease Agreement in substantially the form attached hereto as Exhibit "A" for the Premises. That the Village Commission hereby authorizes the Village Manager to make such material and non-material changes to the Lease Agreement as may be in the Village's best interest and execute the Lease Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Lease Agreement, subject to approval by the Village Attorney as to form and legal sufficiency. The Village Commission further authorizes the Village Manager to conduct the necessary due diligence and inspections, including but not limited to environmental inspections and zoning due diligence, of the Property as may be needed. That the Village Manager is hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution and the Lease Agreement, including the expenditure of budgeted funds. The Village Commission further authorizes the Village Manager to negotiate and execute on the Village's behalf any and all documents reasonably related to effectuate the sale of two (2) transfer of density rights pursuant to the Lease and in accordance with the Unified Land Development Code relating to transfers of density rights, including but not limited to purchase and sale agreements, and subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

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

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

PASSED AND ADOPTED on this ___ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

LEASE AGREEMENT

This **LEASE AGREEMENT** (this "Lease") is made effective as of the 1st day of March, 2026 (the "Effective Date") and is made and entered into by and between **North Bay Village East Drive Owner LLC** ("Landlord"), a Delaware Limited Liability Company, and **North Bay Village**, a Florida municipal corporation ("Tenant", and, together with Landlord, the "Parties" and each a "Party").

Tenant agrees to keep, conform to and abide by each and every one or the following terms, covenants and agreements, and Landlord and Tenant agree as follows:

1. **PREMISES.** The Landlord, for and in consideration of the compensation herein reserved to be paid by the Tenant, does hereby lease to Tenant, **approximately 22,400 square feet** in that certain property legally described and depicted below (collectively, the "Premises"):

Parcel 1 (Folio 23-3209-001-0250): Lot 23 of Harbor Island according to the plat thereof recorded in Plat Book 44, Page 72 of the Public Records of Miami-Dade County, Florida



Parcel 2 (Folio 23-3209-001-0270): Lot 25 of Harbor Island according to the plat thereof recorded in Plat Book 44, Page 72 of the Public Records of Miami-Dade County, Florida



Tenant hereby accepts the Premises in their current "AS-IS" condition with no representation or warranties from Landlord and without any obligation on Landlord's part to perform any work with respect thereto.

2. **TERM:** To have and to hold the said Premises for a term of 24 months, commencing retroactive to March 1, 2026 (the "Commencement Date") and expiring on February 29, 2028 (the "Term"), provided, however, that Tenant may, at its option, terminate this Lease at any time during the Term upon thirty (30) days' notice to Landlord. This Lease may be extended, at Tenant's option, for successive automatic monthly extensions following the Term for a maximum _____ months, provided written notice is delivered to Landlord at least thirty (30) days before the end of

the Term. Such automatic monthly extensions shall cease at the end of the month following written notice from Tenant that it intends to end the Lease. Landlord shall not terminate the Lease prior to the conclusion of the Term, but may terminate any extension due to an Event of Default as set forth in paragraph 8.

3. **RENT:** As sole consideration for possession of the Premises during the Term, Tenant shall (i) credit the applicable Community Contribution Fee that would otherwise be due for a transfer of two (2) density rights (TDRs) (valued at $300,000 as of April 21, 2026); and (ii) set aside two TDRs for transfer to a property owned or acquired by Landlord or Landlord's assignee, agreeing not to assign or sell the two TDRs to any other individual/entity. At such time as the Landlord advises the Tenant that it has identified an eligible receiving site that meets the required conditions for receiving TDRs set forth in the Village's Uniform Land Development Code ("ULDC"), the Parties shall enter into such necessary agreements and execute such documents as may be needed to effectuate the transfer of the two TDRS to Landlord or Landlord's assignee for use at such eligible receiving site. If for any reason the Tenant terminates this Lease during the Term, except in the event that (x) the Landlord attempts to terminate this Lease prior to the Term or any extension, or (y) otherwise violates Tenant's peaceful enjoyment during the Term or any extension, or, if the Parties mutually agree to an early termination, the Landlord shall still be compensated in the form of credit for two TDRs. If Landlord or Landlord's assignee applies for site plan approval for any property Landlord or Landlord's assignee may then own within the Village that is an eligible TDR receiving site and the Village approves the site plan approval, then at the time of site plan approval, the Village shall transfer the two TDRs and apply the credit described herein, with no additional Community Contribution Fee required. Tenant shall have the right to extend this Lease Agreement for up to _____ months beyond the Term at a rate to be agreed upon by the Parties within 90 days prior to the end of the Term.

4. **LATE PAYMENT:** [INTENTIONALLY OMITTED].

5. **SECURITY DEPOSIT.** [INTENTIONALLY OMITTED].

6. **LANDLORD'S COSTS:**

a. **Taxes**. Landlord is responsible for paying real estate taxes and assessments levied, assessed, accrued against, or otherwise due and payable with respect to the Premises during the Lease Term (the "Taxes"). "Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond. Taxes shall not include any income, capital levy, transfer, capital stock, gift, estate or inheritance tax.

b. **Landscaping**. Landlord agrees to perform, at its sole cost and expense, basic landscaping (grass cutting, edges trimming) at least every other week during the Term or more frequently as reasonably required to keep the Premises in good order, provided such maintenance activities do not impede or otherwise adversely impact Tenant's, or it's contractors', use of the Premises.

7. **ASSIGNMENTS; USE; ALTERATIONS; FIXTURES:**

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a. Tenant shall not assign this Lease without the prior written consent of the Landlord.

b. Tenant shall not use, or permit to be used, the Premises, or any part thereof, for any other purpose than as staging area for the construction project of the new Village Hall (the "Project") and incidental uses thereto, including, without limitation, storage and assembly of equipment and materials, and construction administrative offices, while the Project is ongoing. Any additional use of the Premises shall require the Landlord's consent, which shall not be unreasonably denied or withheld.

c. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations or additions, which consent shall not be unreasonably denied or withheld. Upon Landlord's request, Tenant shall deliver to Landlord plans and specifications for any proposed alterations, additions or improvements and shall reimburse Landlord for Landlord's reasonable cost to review such plans. Notwithstanding the foregoing, Landlord agrees that construction of (i) security fencing along the property boundaries of the Premises, and (ii) driveways needed to access the Premises from the right-of-way, are approved alterations that Tenant may implement without further action by the Landlord.

d. All costs of any such alterations, additions or improvements shall be borne by Tenant. All alterations, additions or improvements shall be made in a good, first class, workmanlike manner and in a manner that does not disturb other tenants, if any, and Tenant, itself or through its contractor(s), must maintain adequate liability and builder's risk insurance throughout the construction. Tenant does hereby indemnify and hold Landlord harmless from and against all claims for damages or death of persons or damage or destruction of property arising out of the performance of any such alterations, additions or improvements made by or on behalf of Tenant. Under no circumstances shall Landlord be required to pay, during the Term of this Lease and any extensions or renewals hereof, any ad valorem or Property tax on such alterations, additions or improvements, Tenant hereby agrees to pay all such taxes when they become due. In the event any alterations, additions, improvements or repairs are to be performed by contractors or workmen other than Landlord's contractors or workmen, any such contractors or workmen must first be approved, in writing, by Landlord (which approval shall not be unreasonably withheld). Landlord agrees to assign to Tenant any rights Landlord may have against the contractor of the Premises with respect to any work performed by such contractor in connection with improvements made by Landlord at the request of Tenant.

8. **TENANT'S DEFAULT; LANDLORD'S REMEDIES.**

a. Tenant shall be in default under this Lease if, during an extension of the Term, (each, an "Event of Default"):

i. Tenant shall default in the payment of any rent or other payments required of Tenant, or any part thereof, and if such default shall continue for three (3) days after the payment shall be due, or

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ii. if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed, and if Tenant shall fail to cure said default within ten (10) days after notice of said default from Landlord, or

iii. if any person shall levy upon, take, or attempt to take this leasehold interest or any part thereof upon execution, attachment or other process of law, or

iv. if Tenant shall make default with respect to any other lease between it and Landlord, or

v. if this Lease or any interest therein shall by operation of law devolve upon or pass to any person or persons other than Tenant, or

vi. if Tenant shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Tenant in any court, pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or suffer this Lease to be taken under any writ or execution or attachment.

b. Upon occurrence of any such Event of Default in an extension period beyond the Term and notwithstanding any consent to any former breach of agreement or condition or waiver of the benefit hereof or consent in a former instance, Landlord may, at Landlord's option, immediately, or at any time thereafter, and without any further notice or demand, terminate this Lease and Tenant will forthwith quit and surrender the Premises, but Tenant shall remain liable as hereinafter provided.

c. If this Lease shall be terminated, as provided in this Paragraph, Landlord shall have as its sole remedy, the right to re-enter and resume possession of the Premises and remove all persons and property therefrom either by summary dispossess proceedings or by a suitable action or proceeding at law or in equity, or by force or otherwise, without being liable for any damages therefor. No re-entry by the Landlord shall be deemed an acceptance of a surrender of this Lease.

9. **CASUALTY DAMAGE; ENJOYMENT.** Tenant shall immediately report to Landlord any damage or casualty to the Premises during this Lease. In the event the Premises shall be destroyed or damaged or injured by fire or other casualty during this Lease, whereby a portion of the Premises shall be rendered unusable by Tenant, then Landlord shall repair such unusable portion of the Premises, provided, however, that Landlord may decide to terminate this Lease if (a) the Premises destroyed or substantially damaged by a casualty not covered by Landlord's insurance, (b) be destroyed or rendered untenantable to an extent in excess of fifty percent (50%). If Landlord elects to repair, monthly Rent shall not be payable on the unusable portion of the Premises until repaired, but monthly Rent for the remainder of the Premises shall continue. In the event the Premises shall be destroyed or so damaged by fire or other casualty that it shall be

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rendered unusable for Tenant's use for more than one hundred eighty (180) days, then Tenant shall have the right to cancel this Lease after such one hundred eighty (180) days have lapsed.

10. **DAMAGE TO TENANT'S PROPERTY.** Tenant assumes all risk of any damage to Tenant's property that may occur by reason of water, fire, or hurricane, or other act of God.

11. **INSURANCE; INDEMNIFICATION.** Tenant agrees to maintain at all times during the effective period of this Lease insurance coverage with companies reasonably acceptable to Landlord for Comprehensive Commercial General Liability Insurance at not less than $2,000,000.00 Combined Single Limit and $3,000,000.00 Aggregate Limit for both bodily injury and property damage, and for Fire and Extended Coverage, Vandalism and Malicious Mischief at not less than $1,000,000.00. Landlord shall be named as an additional named insured with a certification furnished to Landlord that shall state that Landlord shall be given at least thirty (30) days written notice prior to any change, termination, or cancellation of any of the coverages indicated therein. Subject to the provisions of Section 768.28, Florida Statutes, Tenant shall indemnify and save harmless Landlord from and against all claims, suits, actions, damages and/or causes of action arising during the term or this Lease for any injury, loss of life and/or damage to property sustained in or about the Premises as a result of the Tenant's use or occupancy thereof, and from and against any orders, judgments, and/or decrees which may be entered thereon and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claims and the investigation thereof; provided however, that before Tenant shall become liable for said costs, counsel fees and expenses and liabilities, Tenant shall be given notice in writing that the same are about to be incurred and shall have the option itself to make the necessary investigation and employ counsel of Tenant's own selection (but reasonably satisfactory to the Landlord), for the necessary defense of any claims.

12. **LAWFUL USE.** Tenant shall not use the demised Premises for any unlawful purpose and there shall be full compliance by the Tenant of all City, County, State and Federal zoning and/or use regulations.

13. **HAZARDOUS SUBSTANCES.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises, (b) regulated or monitored by any governmental authority, (c) a basis for liability of Landlord to any governmental agency or third party under any applicable statue or common law theory, or (d) defined as a Hazardous Substance under the U.S. Comprehensive Environmental Response Compensation Liability Act of 1980, as amended. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products or fractions thereof. "Reportable Use" shall mean either (a) the installation or use of any above or below ground storage tank, and/or (b) the generation, possession, storage, use, transportation or disposal of a Hazardous Substance other than in the ordinary course of Tenant's permitted use of the Premises that requires a permit from or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority. Reportable Use shall also include the presence in, on or about the Premises of a Hazardous Substance caused by the Tenant (or its

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officers, affiliates, owners, employees, contractors or invitees) with respect to which any applicable law requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Tenant shall not engage in any activity in, on, or about the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all applicable laws. **Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but in compliance with all applicable laws, use any ordinary and customary materials in quantities reasonably required to be used in the normal operation of construction activities related to the Project.** If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall promptly give written notice of such fact to Landlord. Tenant shall also promptly give Landlord a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from any governmental authority or private party, or persons entering or occupying the Premises, concerning the presence of any spill, release, discharge of or exposure to, any Hazardous Substance or contamination in, on or about the Premises, including by not limited to all such documents as may be involved in any Reportable Uses involving the Premises. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, and its lenders, if any, and the Premises, harmless from and against any and all contamination or injury to person, property or the environment created by Tenant, its employees, agents, contractors or invitees, and all loss of rents and/or damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorney's and consultant's fees (at all levels) arising out of or involving any Hazardous Substance or storage tank brought onto the Premises by or for Tenant or under Tenant's control (including contamination caused or contributed to by Tenant's owners, affiliates, officer's, employees, licensees or invitees). Tenant's obligations under this Paragraph shall survive the expiration or earlier termination of this Lease.

14. **EMINENT DOMAIN.** In the event that during the Term the entire demised Premises, or such substantial portion thereof as to render the remaining Premises unsuitable for Tenant's use, are acquired by any public or quasi-public authority by exercise of the power of eminent domain, the Lease shall terminate. If only a portion of the Premises are acquired by exercise of the power of eminent domain, such that the remaining portion of the Premises are suitable for Tenant's use, then the Rent shall be reduced in proportion to the loss of use of the Premises by Tenant, and this Lease shall continue otherwise in full force and effect. Tenant shall have a claim on any award or proceeds of Landlord for such eminent domain taking, but Tenant's claim shall be limited to the fair market value of the leasehold estate at the time of the taking.

15. **CARE OF PREMISES.** With respect to the use, occupancy or alteration of the Premises, Tenant shall be responsible, at its sole cost and expense, for compliance with the laws, rules, regulations, orders, ordinances, statutes, codes and requirements of all federal, state and local governmental or quasi-governmental entity with jurisdiction over the Premises.

16. **NOTICE.** Any notice which is required or permitted to be given by either party under this Lease shall be in writing and must be given only by hand delivery or by nationally recognized overnight courier service at the addresses set forth in the signature page of this Lease. Each party shall further use reasonable efforts to provide the other party with a courtesy copy of any notice

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by electronic mail. Any such notice shall be deemed given on the earlier of two (2) business days after the date sent in accordance with one of the permitted methods described above or the date of actual receipt thereof, provided that receipt of notice solely by electronic mail shall not be deemed to be delivery of notice hereunder.

17. **BROKERS.** Each of the Parties warrants and represents to the other that there is no real estate broker or other party expecting a commission for assisting with this Lease.

18. **SUBORDINATION; NONDISTURBANCE; ATTORNMENT.** Tenant accepts this Lease subject to any mortgage(s) (including without limitation, the notes or other obligations secured thereby and any and all renewals, modifications, consolidations, replacements or extensions thereof) now in existence or hereinafter made from time to time affecting the fee title or the leasehold estate to the Premises. Tenant grants such subordination subject to agreement of Landlord or its successor in title or mortgagee in possession that Tenant shall not be disturbed in its quiet enjoyment of the Premises during the term of this Lease if Tenant is not in default of the terms and conditions herein contained beyond any applicable notice and cure period. Tenant shall execute, acknowledge and deliver to the holder of any mortgage or to any of the parties to such instruments, upon demand by Landlord or such holder or by any such party, any releases, certificates, or other documents that may be required by Landlord or such holder or by such party for the purpose of evidencing the subordination of this Lease to such mortgages or instruments or to any renewals, modifications, consolidations, replacements or extensions thereof, in the event a sale under any mortgage (or any note or other obligation secured thereby) to which this Lease is subordinate, or a taking of possession of the Premises by the mortgagee or other person acting for or through the mortgagee under any mortgage to which this Lease is subordinate, then and upon the happening of any such event, Tenant shall attorn to and recognize as landlord hereunder the party who, but for this Lease, would be entitled to possession of the Premises. Tenant understands and agrees that the holder of any such mortgage upon the Premises shall not, in the event that such holder takes the position of mortgagee in possession or in the event that such holder becomes the owner of the Premises, be liable to Tenant for any act or failure to act of by Landlord at any time prior to such assumption of the position of mortgagee in possession.

19. **ESTOPPEL CERTIFICATES.** Tenant shall, at any time and from time to time, within ten (10) business days following written request from Landlord, execute, acknowledge, and deliver to Landlord a written statement certifying that this Lease is in full force and effect and unmodified (or, if modified, stating the nature of such modification), certifying the date to which rent reserved hereunder has been paid, the termination date of the Lease, that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or mortgagee of the property. Tenant's failure to deliver such statement within said ten (10) day period shall be conclusive upon Tenant that this Lease is in full force and effect and unmodified and that there are no uncured defaults in Landlord's performance hereunder.

20. **SURRENDER; HOLDOVER.** Tenant agrees to deliver and surrender to Landlord possession of the Premises upon expiration or the Term or the last monthly extension, whichever is last to occur, or its earlier termination as may be herein provided, broom clean and in as good condition as at the commencement of this Lease, ordinary wear and tear and damage by fire and

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other elements excepted. Subject to coordination with Tenant so as to avoid disruption to Tenant's activities on the Premises,. If Tenant shall not immediately surrender possession of the Premises at the termination of this Lease, Tenant shall become a Tenant from month to month, provided rent shall be paid to Landlord, in advance, at the rate to be agreed upon by the Parties 90 days before the end of the Term.

21. **DISCHARGE OF LIENS; INABILITY TO BIND LANDLORD'S INTEREST.** Tenant shall not do or suffer anything to be done whereby the Premises may be encumbered by any liens or mechanics, laborers, or materialmen, chattel mortgage or any other liens. Furthermore, Tenant shall have no authority to create any lien for labor or material on or against the Premises, or any of Landlord's interest therein. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a formal notice to be recorded in the public records denoting this prohibition against any type of lien being placed upon Landlord's property. Tenant shall, whenever and as often as any such liens are filed, discharge the same of record within ten (10) business days after the date of filing by payment, bonding or otherwise as provided by law. In default of Tenant procuring the discharge of any such lien, Landlord may, with ten (10) days prior notice, procure discharge thereof by bonding or payment or otherwise, and all costs and expenses incurred by Landlord in obtaining such discharge shall be paid by Tenant as additional Rent within ten (10) days after notice from Landlord of the amount thereof. The obligations in this section shall survive the expiration or early termination of this Lease.

22. **JURISDICTION.** This Lease shall be governed by, construed and enforced in accordance with the laws of the State or Florida. The Parties hereto agree that any dispute or litigation arising out of or in connection with the terms, provisions and conditions of this Lease shall be brought in the state or federal courts in and for Miami-Dade County, Florida.

23. **LITIGATION COSTS.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. Furthermore, the prevailing party shall be entitled to attorneys' fees and costs incurred in establishing the reasonableness of the fees and costs to be awarded.

24. **ENTIRE AGREEMENT.** This Lease, together with any exhibits and addenda, if any, appended hereto, represents the entire lease between the Parties and supersedes all prior negotiations, representations or agreements, either oral or written. This Lease may be amended only by written instrument signed by both Parties.

25. **MEMORANDUM OF LEASE.** This Lease shall not be recorded, but Landlord may, at Landlord's cost, record a Memorandum of Lease which shall describe the Premises and Lease term and such other terms as Landlord may deem desirable. Tenant shall execute at any and all times such instruments as may be reasonably requested for recording.

26. **MISCELLANEOUS.**

a. **Assigns**. All rights and liabilities granted to or imposed upon the Parties hereto shall

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extend to and bind the heirs, executors, administrators, successors and assigns of the Parties hereto. No rights, however, shall inure to the benefit of any assignee of Tenant other than a Permitted Transferee, unless such assignment has been approved by Landlord in writing as provided for in Section 7 hereof.

b. **Waiver**. One or more waivers of any breach or violation of any agreement, covenant or condition herein shall not be deemed to be a waiver of any subsequent violation or breach of the same or any other agreement, covenant or condition herein, and the subsequent acceptance of Rent or other payment due hereunder shall not be deemed to be a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of said Rent. No express covenant, term or condition of this Lease shall be deemed to have been waived by either party, unless such waiver be in writing.

c. **Force Majeure**. In the event either party hereto shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, fire, explosion, lockouts, failure of power, governmental restrictions or regulations, unavailability of materials and/or labor, riots, insurrection, war or on account of any other condition or occurrence not the fault or within the reasonable control of the party so delayed, then the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, the provisions of this sub-section shall not operate to excuse Tenant from prompt payment of Rent or any other payment required under the terms of this Lease.

d. **Relationship of the Parties; No Partnership.** Nothing contained herein in this Lease shall be construed by the parties hereto or by any third party as constituting the parties as principal and agent, partners, or joint venturers, nor shall anything herein render either party (other than a guarantor) liable for the debts and obligations of any other party, it being understood and agreed that the only relationship between Landlord and Tenant is that of Landlord and Tenant.

e. **Captions and Numbers**. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections, nor in anywise affect this Lease.

f. **Severability; Interpretation**. If any provision, covenant or condition of this Lease or any portion thereof applicable to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision, covenant or condition or any portion thereof to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby and each remaining provision, covenant or condition of this Lease shall be valid and shall be enforced the fullest extent permitted by law.

g. **JURY TRIAL WAIVER**. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR

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OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

h. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Tenant (Village) nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Lease or any other contract. The Tenant (Village) is subject to section 768.28, Florida Statutes, as may be amended from time to time.

27. **STATE REQUIRED AFFIDAVITS.** By entering into this Lease, the Landlord agrees to review and comply with the following state affidavit requirements:

a. Noncoercive Conduct Affidavit. Pursuant to Section 787.06(13), Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Lease, the Landlord acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

28. PUBLIC RECORDS.

a. Tenant and Landlord agree to comply with the applicable provisions of Chapter 119, Florida Statutes.

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

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

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INTENDING TO BE LEGALLY BOUND, the Parties hereto have executed this Lease on the day and year first above written.

LANDLORD: NORTH BAY VILLAGE EAST DRIVE OWNER LLC	**TENANT: NORTH BAY VILLAGE**
By: _____ Name: _____ Title: _____ For: North Bay Village East Drive Owner LLC Date: _____ Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement. **Addresses for Notice:** _____ _____ _____ _____ _____(telephone) _____(email) **With a copy to:** North Bay Village East Drive Owner LLC c/o The Corporation Trust Company Registered Agent 1209 Orange Street Wilmington, Delaware 19801 _____(telephone) _____(email)	By: _____ Frank Rollason Village Manager Date: _____ Attest: By: _____ Alba L. Chang, CMC Village Clerk Date: _____ Approved as to form and legal sufficiency: By: _____ Weiss Serota Helfman Cole & Bierman, P.L. Village Attorney Date: _____ **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)

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ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Daniela Cimo, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC FOR RECREATIONAL MANAGEMENT SOFTWARE SERVICES; WAIVING COMPETITIVE BIDDING; 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 CivicPlus Recreation Management Software in the amount of $7,100.43 for the initial term ending September 30, 2026, and annual recurring costs of $3,620.00 thereafter, subject to an annual increase of up to five percent (5%).

BACKGROUND AND ANALYSIS

The proposed Resolution requests approval from the Village Commission to procure the CivicPlus Recreation Management Software for the Parks & Recreation Department.

The CivicPlus Recreation Management Software is a cloud-based platform designed specifically for municipal parks and recreation operations. It enables residents to create personal accounts, browse and register for programs by age group, view activity schedules, and complete payments online from any device. The system also manages facility rentals and scheduling for amenities such as soccer fields, pickleball courts, padel courts, and basketball courts, eliminating the risk of double bookings. In addition, it supports on-site concessions and point-of-sale transactions. The platform will streamline operations by automating class rosters, managing waivers, tracking memberships, and coordinating instructor schedules significantly reducing manual administrative tasks.

From an operational standpoint, the system integrates with the Village's financial systems and website, ensuring the activity calendar remains synchronized and up to date. The platform is currently in use by several municipalities, including the City of Hialeah, Bay Harbor, Bal Harbour, Sunny Isles Beach, Pembroke Pines, and Miami-Dade County.

Pursuant to § 36.25(L) Best interest of Village.
The Village Commission may award a contract without sealed bidding upon a finding that the process of competitive bidding and competitive proposals is not in the best interest of the Village.

It is recommended that the Village Commission authorize the Village Manager to negotiate and execute an agreement with CivicPlus Recreation Management Software in the amount of $7,100.43 for the initial term ending September 30, 2026, and annual recurring costs of $3,620.00 thereafter, subject to an annual increase of up to five percent (5%).

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Communications-Contract Services-Software
GL Line-Item Number: #001-72-572-3132
Total Budget Allocated: $1,400
Encumbered Amount: 0
Amount Requested: $1,400 for FY 2026
Remaining Balance: $0

Next fiscal year on 10/1/2026, it will be $5,700 (which is the remainder of the first initial year investment) + $3,620 for year 2. So the total next year will be $9,320.

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - CivicPlus Recreational Management Software.DOCX
Exhibit A - CivicPlus Recreation Software Quote .pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC FOR RECREATIONAL MANAGEMENT SOFTWARE SERVICES; WAIVING COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") provides parks, recreation, and community programming for its residents; and

WHEREAS, the Village desires to implement a comprehensive recreational management software system to improve program registration, facility reservations, payment processing, and overall administrative efficiency; and

WHEREAS, CivicPlus, LLC ("CivicPlus") provides software solutions specifically designed for local governments, including recreational management software services (the "Services"); and

WHEREAS, CivicPlus has provided a proposal for the Services attached hereto as Exhibit "A" (the "Proposal"), which provides for a total cost of $7,100.43 for the initial term ending September 30, 2026, and annual recurring services in the amount of $3,620.00 thereafter, subject to an annual increase; and

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

WHEREAS, the Village Commission finds that CivicPlus is familiar with the software needs of local governments and that the process of competitive bidding and proposals for the Services is not in the best interest of the Village; and

WHEREAS, pursuant to the recommendation of Village staff, the Village Commission desires to waive the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code and authorize the Village Manager to negotiate and execute an agreement with CivicPlus for the Services, consistent with the Proposal attached hereto as Exhibit "A," in an amount not to exceed $7,100.43 for the

initial term ending September 30, 2026, and $3,620.00 annually thereafter, subject to an annual increase of up to five percent (5%), and an amount not to exceed budgeted funds for future fiscal years; 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 CivicPlus for the Services, consistent with the Proposal attached hereto as Exhibit "A," in an amount not to exceed $7,100.43 for the initial term ending September 30, 2026, and $3,620.00 annually thereafter, subject to an annual increase of up to five percent (5%), and an amount not to exceed budgeted funds for future fiscal years, subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

Section 4. 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	_____
Commissioner Doris Acosta	_____
Commissioner Richard Chervony	_____
Commissioner Goran Cuk	_____
Commissioner Andy Rotondaro	_____

PASSED AND ADOPTED on this _____ day of April, 2026.

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

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-115351-1
CivicPlus Pricing
Approval Date:
Expires On: 4/30/2026

Client:
North Bay Village, FL

Bill To:
NORTH BAY VILLAGE CITY, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tye Lydon		tye.lydon@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Recreation Management Standard	Standard package -Project Coordination -Branded Public Portal -Help Center Access
2.00	Recreation Management Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	Recreation Management Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours
1.00	CivicPlus Payments	CivicPlus Payments to be applied to product
1.00	Terminal Ingenico Lane 3000	Terminal Ingenico Lane 3000

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Recreation Management Annual Fee	Recreation Management Annual Fee
1.00	CivicPlus Payments - Merchant Fees (MFTCPA)	Per Tran .30 | ACH 1% | ACH Max $5 | ACH Reject $15 | CC 3% | AMEX 3.5% | Dispute $15
1.00	Terminal Support Annual Fee	Terminal Service Annual Fee -Per Terminal

Total Investment - Initial Term	USD 7,100.43
Annual Recurring Services (Subject to Uplift)	USD 3,620.00

Initial Term	Beginning at signing and ending 9/30/2026, Renewal Term 10/1 each calendar year
Initial Term Invoice Schedule	$1,400 invoiced at signing, remaining balance invoiced on 10/1/2026.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Total Investment – Initial Term to be prorated based on signature date.

Acceptance of Quote # Q-115351-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
_____	_____
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:

_____
Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____
Mailing Address: (If different from above)

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Roger Hogg, Capital Improvements Project Manager

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF SUPPLEMENTAL AGREEMENT NO. 2 TO WORK ORDER NO. 17 WITH EAC CONSULTING, INC. FOR DESIGN SERVICES RELATING TO PHASE III OF THE ADA SIDEWALK IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $24,719.66; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the Supplemental Agreement No. 2 to Work Order No. 017 with EAC Consulting, Inc. in the amount of $24,719.66 for additional engineering services related to Phase III of the Village-wide ADA Sidewalk Improvement Project.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission approval to authorize Work Order No. 017 with EAC Consulting, Inc. in the amount of $24,719.66 for additional engineering services related to Phase III of the Village-wide ADA Sidewalk Improvement Project.

Project Background

Although Harbor Island still lacks a complete sidewalk network. In recent years, the Village has secured over $250,000 through state advocacy and expanded the network by more than half a mile, but about one-third of a mile remains unfinished, along with needed crosswalks and entrance safety improvements.

Treasure Island’s sidewalk network, while once complete, has suffered deterioration over time, requiring periodic sidewalk repair and replacement. In recent years, we've made progress by replacing 0.6 miles of the network and introducing new curbs, gutters, and crosswalks.

This phase will replace broken sidewalk segments, remove trip hazards from uneven sidewalk segments, install missing sidewalk segments to ensure full connectivity for pedestrian safety, and reconstruct curbs and gutters, crosswalks, and striping for enhanced visibility of roadway features.

Project Scope

The Village has identified several ADA improvements to enhance pedestrian safety and access along local roadways. These include the installation of approximately:

- 1,810 linear feet of missing sidewalks
- Twenty-six (26) mid-block crosswalks with detectable warning signs
- 10,850 linear feet of sidewalk repaired with curb ramps

Staff requested EAC Consulting, Inc. under its Contract # RFQ2019-005 for General Professional Engineering and Architectural Services executed November 18, 2019, provide a proposal/work order (WO) to design the project. EAC submitted WO 017, which addresses improvements based on the scope described above.

Project Status

In compliance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA") and North Bay Village 2018 ADA Transition Plan, the Village wishes to complete phase III of its ADA Improvements project to include other road safety features.

The design was completed and submitted to Miami-Dade County for review and approval in September 2024. The village received comments and submitted revised plans in January 2025. In summary, the village received extensive comments that necessitated significant actions, including the preparation and execution of a traffic engineering interlocal agreement with the county (executed in September 2025), and major revisions to address existing features on Harbor Island and Treasure Island that did not meet traffic engineering and safety standards. These required changes exceeded the original scope of work.

Furthermore, the village is unable to procure the necessary easements needed to complete the sidewalk connection to the MODA Island Walk promenade as shown in the submitted

design documents, which also necessitates further revisions to the design documents.

These revisions are included in the scope of the work that is described in the amendment.

Project Funding

The Village secured $350,000 from the State to make some of the changes for pedestrian safety improvements, with an NBV dollar-for-dollar match requirement. Also, we have been awarded $426,000 to make assorted pedestrian improvements, bringing our total for this project to $776,000 in outside funding.

It is recommended that the Village Commission approve the amendment to Work Order No. 017 with EAC Consulting, Inc. in the amount of $24,719.66 for additional engineering services related to Phase III of the Village-wide ADA Sidewalk Improvement Project.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Project funding from CITT, Project# TF24-02, Roads & Streets
GL Line-Item Number: 115-18-541-6308
Total Budget Allocated: $615,079.00
Encumbered Amount: $195,992.88
Remaining Balance: $408,504.65
Amount Requested: $24,719.66

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution -EAC Work Order For ADA Improvements Project.DOCX
Exhibit A - WO 17-SA2 - Phase III ADA Improvements.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF SUPPLEMENTAL AGREEMENT NO. 2 TO WORK ORDER NO. 17 WITH EAC CONSULTING, INC. FOR DESIGN SERVICES RELATING TO PHASE III OF THE ADA SIDEWALK IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED $24,719.66; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the Village Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to Resolution No. 2023-155, the Village entered into an agreement on April 29, 2024, with EAC Consulting, Inc. (the "Consultant") as one of the selected firms (the "Agreement"); and

WHEREAS, the Village requires additional engineering services related to Phase III of the ADA Sidewalk Improvement Project (the "Project"); and

WHEREAS, the Village previously issued Work Order No. 17 to the Consultant for the provision of design and engineering services related to the Project and

WHEREAS, due to unanticipated regulatory, design, and site constraints that arose after the original scope for the Project was authorized, the Village requires additional design services for completion of the Project (the "Additional Services"); and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide the Additional Services for the Project; and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue Supplemental Agreement No. 2 to Work Order 17 to the Consultant for the Services in substantially the form attached hereto as Exhibit "A" in an amount not to exceed $24,719.66 (the "Supplemental Agreement No. 2"), consistent with the Agreement previously entered into between the Village and Consultant; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue the Supplemental Agreement No. 2 with the Consultant to add the Additional Services to the scope of the Project consistent with the Supplemental Agreement No. 2 attached hereto as Exhibit "A" and the Agreement previously executed in an amount not to exceed $24,719.66.

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

Section 4. 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 April 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND RELIANCE OF NORTH BAY VILLAGE:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. 17
Supplemental Agreement No. 2
WO 17-SA2

Dated this 9th day of April, 2026

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

NAME OF PROJECT

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and EAC ("CONSULTANT"), is made pursuant to the Continuing General Professional Engineering and Architectural Services Agreement (the "Agreement") dated April 29, 2024.

PROJECT DESCRIPTION

Additional services are required to address modifications in project scope concerning crosswalk enhancements. Following consultations with Miami-Dade DTPW reviewers on Wednesday, February 11, 2026, it was determined that revisions to the plans are necessary to comply with DTPW standards and to establish a mutually agreed approach for improvements to sidewalks and crosswalks, consistent with the FDOT grant agreement scope.

The Roadway Plan and Signing and Pavement Marking Plan will be updated to reinstate proposed crosswalk improvements at Harbor Island and Treasure Island, consistent with the 100% Submittal from September 2024. At Harbor Island, sidewalk connections will be reincorporated exclusively at existing crosswalks. Additionally, at Treasure Island, improved crosswalks featuring existing pavers will be replaced with patterned pavement, new pedestrian crossing signs will be installed, and striping along with "No Parking" signage will be placed within 20 to 30 feet of a crosswalk to effectively restrict parking in these areas. The pavers currently located at East Treasure Dr. in front of Treasure Island Elementary School will be removed and replaced with asphalt pavement. This aims to prevent pedestrians from mistaking the area for a crosswalk. The project will also involve additional adjustments to existing utilities and require further coordination with Utility Agency Owners (UAOs). Other tasks involve updating the Estimated Quantities Report (EQR) and cost estimate sheet. A design variation will also be prepared for crosswalks that do not meet clear-sight distance requirements. Additionally, as a result of the easement removal at Harbor Island, the roadway plans and associated quantities will be updated as necessary. Further revisions include the elimination of lighting plans, modifications to landscaping plans and related quantities, and updates to the FBB Survey Report.

Consequently, EAC will need supplementary resources to incorporate these plan changes and facilitate a comprehensive re-submittal to FDOT and DTPW for final evaluation and approval.

GENERAL REQUIREMENTS

Design Standards

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

Quality Control

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

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

Project Schedule

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

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

Permitting

The CONSULTANT shall coordinate with the VILLAGE, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting

process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

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

SPECIFIC SCOPE OF SERVICES

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

Task 1 – 100% Re-Submittal (EAC)

- The CONSULTANT shall perform the following additional services for the sidewalk and crosswalk improvements:

1.1 Assess and analyze Roadway Revisions (See Exhibit C)
1.2 Assess and analyze Signing and Pavement Marking Revisions (See Exhibit C)
1.3 Assess and analyze Removal of Easement at Harbor Island Sta. 9+92.68 LT
1.4 100% Plans Revision Plans Production – Update design for Roadway and Signing and Pavement Marking, and update quantities.
1.5 Update Cost Estimate to reflect the new changes.
1.6 QC Review of 100% Plans Re-Submittal
1.7 Prepare 100% Plans Re-Submittal Package and submit to FDOT and DTPW.
1.8 Submit Final Package to NBV, FDOT, and DTPW for final approval.

Task 2 – Meetings (EAC)

- The CONSULTANT will attend progress meetings and will provide follow-up services for resolving any pre-meeting and post-meeting questions/issues (8 hours allocated). This task will not include any preparation of meeting materials, documents, presentations, or any meeting set-up or take-down activities.

Task 3 – Landscape Plan Revisions (GSLA) – See Exhibit D

Task 4 – Utility Coordination (Hadonne) – See Exhibit E

Optional Services

Task 5 – Address 100% Re-submittal Comments (EAC)

- Upon full resubmission, NBV, FDOT, and/or DTPW may provide feedback that requires further revisions or coordination to finalize the plans for approval. This optional task is intended to account for any additional effort needed.

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANT'S responsibility to verify accuracy.
- It is the CONSULTANT's responsibility to verify existing geometry is acceptable to all permitting agencies.
- It anticipated that North Bay Village R/W and Maintenance of Traffic permits are required for this project is.
- No permit fees are included in this proposal. If permit fees are required, the VILLAGE will provide EAC with a check to pay all permit fees on the VILLAGE'S behalf.
- It is anticipated that the existing drainage system(s) will not be impacted and that no drainage improvements are warranted.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The VILLAGE, as indicated in the AGREEMENT, will pay for these services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 - 5 within 69 days of the written Notice to Proceed.

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the VILLAGE for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Not-to-Exceed amounts:	
Task 1 – 100% Re-Submittal (EAC)	$12,921.00
Task 2 – Meetings (EAC)	$1,728.00
Task 3 – Landscape Plans Revision (GSLA)	$1,802.66
Task 4 – Utility Coordination (Hadonne)	$3,184.00
Optional Services	
Task 5 – Address 100% Re-submittal Comments (EAC)	$5,084.00
PROJECT TOTAL	**$24,719.66**

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of Jean Max Lilavois, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Jean Max Lilavois *Project Manager* Capital Improvements Department North Bay Village Village Hall, 3rd Floor Public Works 1666 Kennedy Causeway North Bay Village, FL 33141 (305) 756-7171 ext. 66 jlilavois@nbvillage.com	**Roger Hogg, PE** *Director* Capital Improvements Department North Bay Village Village Hall, 3rd Floor Public Works 1666 Kennedy Causeway North Bay Village, FL 33141 (305) 756-7171 Ext. 29 RHogg@nbvillage.com

CONSULTANT CONTACTS

Dania Castillo, MSEM, PE
Project Manager
EAC Consulting, Inc.
5959 Waterford District Drive Suite #410
Miami, FL 33126
Email: dcastillo@eacconsult.com
Phone: (305) 264-5484

SIGNATURE PAGE
NORTH BAY VILLAGE

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

By: _____
Roger Hogg,PE
CIP Director
This Work Order approved pursuant to [check one and initial]:
☐ ___Manager Purchasing Authority (§36.25 Village Code)
☐ ___Resolution No. _____*(Commission approval is required for work orders in excess of $15,000 for continuing services consultants)*

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

_____

_____
[Witness print/type name]

_____

_____
[Witness print/type name]

(CORPORATE SEAL)

EAC CONSULTING, INC.

_____

_____
[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

ATTEST:

_____
Secretary

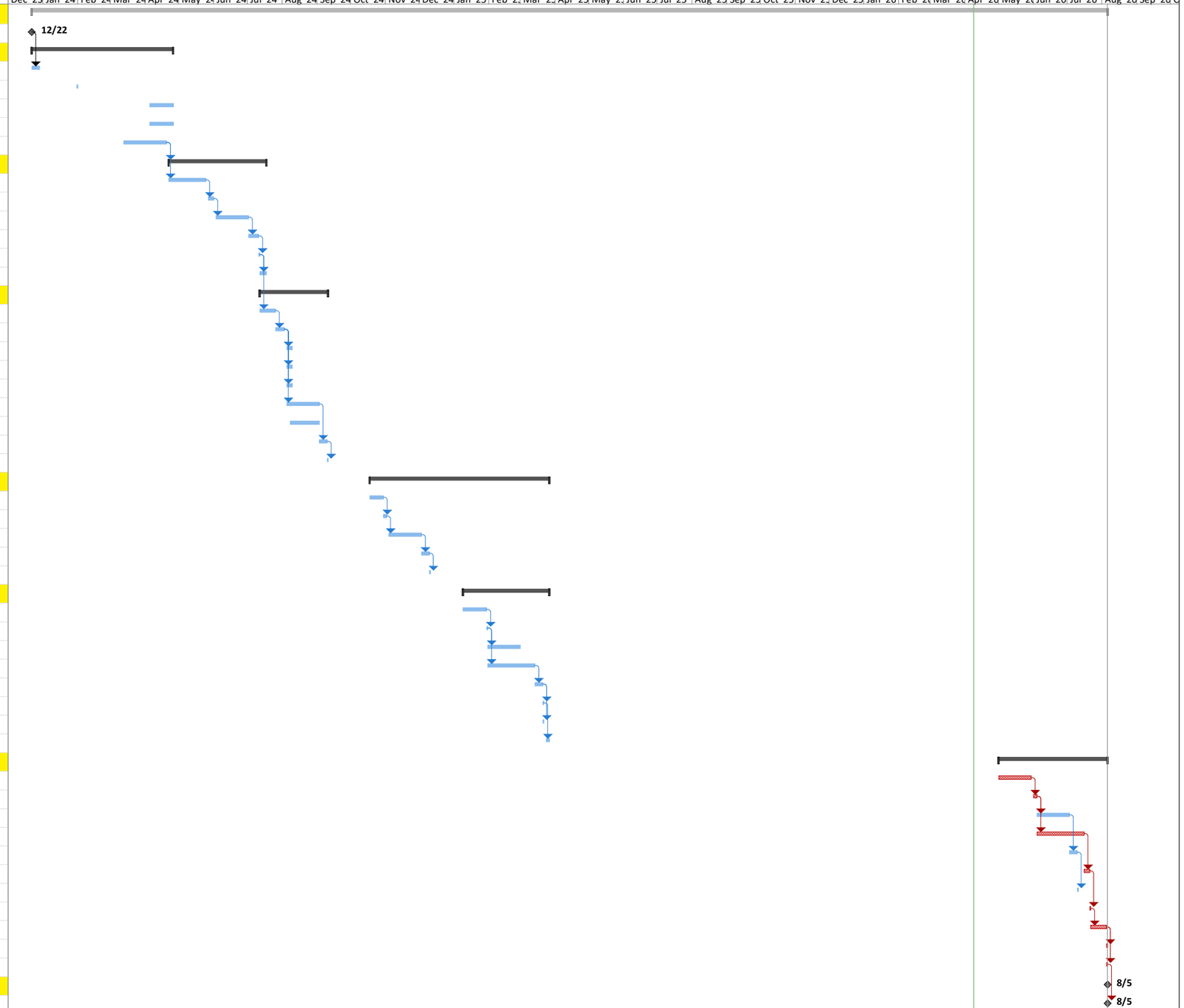
_____
[Print Name]

Exhibit A – Work Break Down Fee Schedule

	Staff Category/Classification	Principal Engineer	Project Manager	Project Engineer	CADD	Landscape Architect	TOTALS	
	Contract Billing Rates	$ 233.00	$ 199.00	$ 121.00	$ 85.00	$ 115.38	Hours	Fees
Task Description								
EAC								
1.1	Assessment and Analysis of Roadway Revisions		4		16		20	$ 2,156.00
1.2	Assessment and Analysis of Signing and Marking Revisions		2		8		10	$ 1,078.00
1.3	Assessment and Analysis of Removal of Easement		2		4		6	$ 738.00
1.4	100% Plans Revisions- Plans Production		2	4	50		56	$ 5,132.00
1.5	100% Plans Revisions - Cost Estimate		1	2	4		7	$ 781.00
1.6	100% Plans Re-submittal - QC Review	4					4	$ 932.00
1.7	100% Re-Submittal Packaging to NBV, FDOT and DTPW			4			4	$ 484.00
1.8	Submit Final Package to NBV, FDOT, and DTPW for final approval		4	4	4		12	$ 1,620.00
1	100% PlanS Re-Submittal Sub-Total	4	15	14	86		119	$ 12,921.00
2.1	NBV Coordination Meetings	2	2				4	
2.2	DTPW Comment Resolution Review Meeting	1	1				2	
2.3	FDOT Comment Resolution Review Meeting	1	1				2	
2	Meetings	4	4				8	$ 1,728.00
GSLA								
3	Landscape Plan Revisions		5			7	12	$ 1,802.66
HADONNE								
4	Utility Coordination		16				16	$ 3,184.00
Optional Services								
5	Address 100% Plans Re-submittal Comments from FDOT and DTPW (EAC)		8	12	24		44	$ 5,084.00
Totals		**8**	**48**	**26**	**110**	**7**	**199**	**$ 24,719.66**
							PROJECT TOTAL	**$ 24,719.66**

Exhibit B – Project Tentative Schedule

ID	Task Name	Duration	Start	Finish
0	**PROJECT DESIGN SCHEDULE**	**684 days**	**Fri 12/22/23**	**Wed 8/5/26**
1	Notice to Proceed	0 days	Fri 12/22/23	Fri 12/22/23
2	**Project General Tasks**	**90 days**	**Fri 12/22/23**	**Thu 4/25/24**
3	Data Gathering	5 days	Fri 12/22/23	Thu 12/28/23
4	Field Review	1 day	Wed 1/31/24	Wed 1/31/24
6	Obtain Existing Utility DGN files	15 days	Fri 4/5/24	Thu 4/25/24
7	Obtain Landscape Tree Disposition Plan and Planting Plan	15 days	Fri 4/5/24	Thu 4/25/24
5	Obtain Survey Deliverables	28 days	Wed 3/13/24	Fri 4/19/24
8	**60% Design Submission**	**63 days**	**Mon 4/22/24**	**Wed 7/17/24**
9	Prepare 60% Design Plans	25 days	Mon 4/22/24	Fri 5/24/24
10	Internal QA/QC and Submit 60% Design Plans	5 days	Mon 5/27/24	Fri 5/31/24
11	North Bay Village and FDOT Review of 60% Design Submission; Provide Comments	21 days	Mon 6/3/24	Mon 7/1/24
12	Respond to 60% Design Submission Comments	7 days	Tue 7/2/24	Wed 7/10/24
13	60% Design Submission Review Meeting	1 day	Thu 7/11/24	Thu 7/11/24
14	60% Design Submission for Utility Coordination	4 days	Fri 7/12/24	Wed 7/17/24
15	**90% Design Submission**	**43 days**	**Fri 7/12/24**	**Tue 9/10/24**
16	Prepare 90% Design Plans	10 days	Fri 7/12/24	Thu 7/25/24
17	Internal QA/QC and Submit 90% Design Plans	6 days	Fri 7/26/24	Fri 8/2/24
18	90% Design Submission for Utility Coordination	5 days	Mon 8/5/24	Fri 8/9/24
19	90% Design Submission for DTPW and Tree Permitting	5 days	Mon 8/5/24	Fri 8/9/24
20	Submit 90% Design Plans to NBV Building Dept. for Early Permitting Coordination	5 days	Mon 8/5/24	Fri 8/9/24
21	North Bay Village and FDOT Review of 90% Design Submission; Provide Comments	21 days	Mon 8/5/24	Mon 9/2/24
22	Obtain Florida Bonnetted Bat Survey Deliverables	18 days	Thu 8/8/24	Mon 9/2/24
23	Respond to 90% Design Submission Comments	5 days	Tue 9/3/24	Mon 9/9/24
24	90% Design Submission Review Meeting	1 day	Tue 9/10/24	Tue 9/10/24
25	**100% Design Submission**	**114 days**	**Fri 10/18/24**	**Wed 3/26/25**
26	Prepare 100% Design Plans	8 days	Fri 10/18/24	Tue 10/29/24
27	Internal QA/QC and Submit 100% Design Plans	3 days	Wed 10/30/24	Fri 11/1/24
28	North Bay Village, FDOT, and DTPW Review of 100% Design Submission; Provide Com	21 days	Mon 11/4/24	Mon 12/2/24
29	Respond to 100% Design Submission Comments	5 days	Tue 12/3/24	Mon 12/9/24
30	100% Design Submission Review Meeting	1 day	Tue 12/10/24	Tue 12/10/24
31	**100% Design Re-Submission No.1**	**55 days**	**Thu 1/9/25**	**Wed 3/26/25**
32	Prepare 100% Re-Design Plans	15 days	Thu 1/9/25	Wed 1/29/25
33	Internal QA/QC and Submit 100% Re-Design Plans	1 day	Thu 1/30/25	Thu 1/30/25
34	North Bay Village and FDOT Review of 100% Design Re-Submission; Provide Comm	21 days	Fri 1/31/25	Fri 2/28/25
35	DTPW Review of 100% Design Re-Submission; Provide Comments	30 days	Fri 1/31/25	Thu 3/13/25
36	Respond to 100% Design Re-Submission Comments	5 days	Fri 3/14/25	Thu 3/20/25
37	100% Design Re-Submission Review Meeting	1 day	Fri 3/21/25	Fri 3/21/25
38	Submit 100% Design Plans to NBV Building Dept. for Final Permitting Approval	1 day	Fri 3/21/25	Fri 3/21/25
39	Develop and Submit Final Design Package and Specs	3 days	Mon 3/24/25	Wed 3/26/25
40	**100% Design Re-Submission No.2**	**69 days**	**Fri 5/1/26**	**Wed 8/5/26**
41	Prepare 100% Plans	21 days	Fri 5/1/26	Fri 5/29/26
42	Internal QA/QC and Submit 100% Plans	3 days	Mon 6/1/26	Wed 6/3/26
43	North Bay Village and FDOT Review of 100% Plans; Provide Comments	21 days	Thu 6/4/26	Thu 7/2/26
44	DTPW Review of 100% Plans; Provide Comments	30 days	Thu 6/4/26	Wed 7/15/26
45	Respond to 100% FDOT Comments	5 days	Fri 7/3/26	Thu 7/9/26
46	Respond to 100% DTPW Comments	3 days	Thu 7/16/26	Mon 7/20/26
47	100% Plans FDOT Comment Resolution Review Meeting	1 day	Fri 7/10/26	Fri 7/10/26
48	100% Plans DTPW Comment Resolution Review Meeting	1 day	Tue 7/21/26	Tue 7/21/26
49	Address 100% FDOT/DTPW Comments	10 days	Wed 7/22/26	Tue 8/4/26
50	Submit 100% Design Plans to NBV Building Dept. for Final Permitting Approval	1 day	Wed 8/5/26	Wed 8/5/26
51	Develop and Submit Final Design Package and Specs	1 day	Wed 8/5/26	Wed 8/5/26
52	**Construction Support (Post-Design) (TBD)**	**0 days**	**Wed 8/5/26**	**Wed 8/5/26**
53	Pending Village's Procurement Schedule	0 days	Wed 8/5/26	Wed 8/5/26



EAC Consulting, Inc.
www.eacconsult.com

Critical Progress | Manual Task | Critical | Path Predecessor Normal Task | Milestone | Project Summary | Inactive Milestone
Task | Start-only | Critical Split | Baseline | Summary Progress | External Tasks | Inactive Summary
Split | Finish-only | Path Predecessor Milestone Task | Baseline Split | Summary | External Milestone | Deadline
Task Progress | Duration-only | Path Predecessor Summary Task | Baseline Milestone | Manual Summary | Inactive Task

Exhibit C – 100% Plan Revision Markups

NORTH BAY VILLAGE

CONTRACT PLANS

NBV PROJECT NO. TF24-02
FDOT FM NOs. 445787-2-54-01 AND 453606-1-58-01

MIAMI DADE COUNTY

HARBOR ISLAND, TREASURE ISLAND, AND JOHN F KENNEDY CAUSEWAY

SIDEWALK AND ADA IMPROVEMENTS (PHASE III)

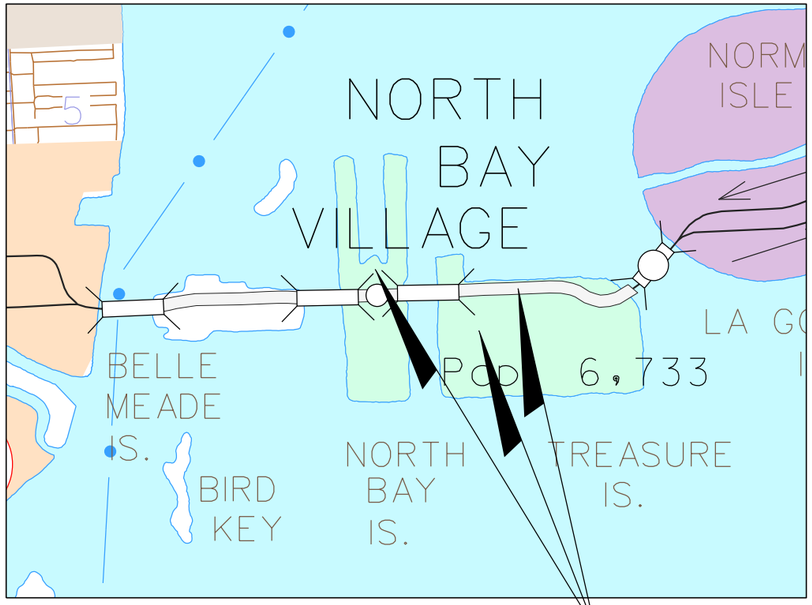
INDEX OF SHEETS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	PROJECT LAYOUT - HARBOR ISLAND
4	PROJECT LAYOUT - TREASURE ISLAND & JFK CSWY.
5	TYPICAL SECTION DETAILS
6 - 7	GENERAL NOTES
8 - 35	ROADWAY PLAN
36 - 41	SIGNING AND PAVEMENT MARKING PLAN
42	TEMPORARY TRAFFIC CONTROL PLAN
~~L-1~~	~~LIGHTING NOTES~~
~~L-2~~	~~LIGHTING PLAN~~
LA1-01 - LA1-12	EXISTING TREE DISPOSITION PLAN
LA1-13	TREE PROTECTION DETAILS
LA2-01	MITIGATION PLANTING PLAN
LA2-02 - LA2-05	PLANTING SPECS & DETAILS PLAN
1-18	MAP OF TOPOGRAPHIC SURVEY*
~~E-1.1~~	~~OVERALL SITE PLAN*~~

*THESE SHEETS INCLUDED IN THE INDEX OF SHEETS ONLY INDICATE THAT THEY ARE PART OF THE CONTRACT PLANS. THESE SHEETS ARE CONTAINED IN A SEPERATE DIGITALLY SIGNED AND SEALED DOCUMENT.

Renumber sheets as needed

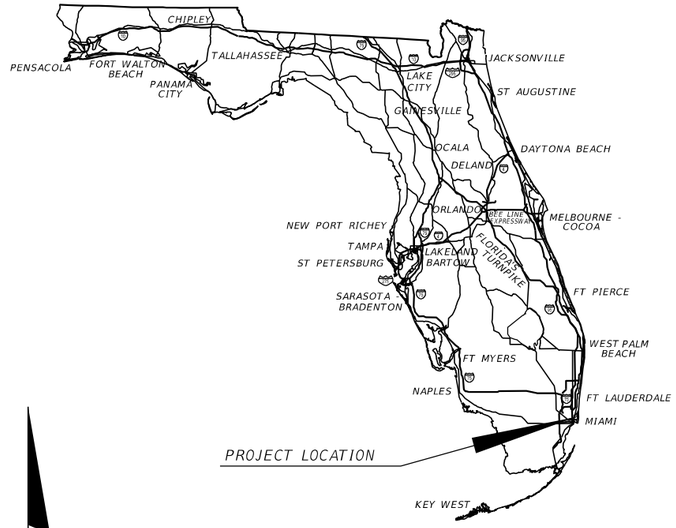
Include S&PM sheets from Treasure Island



LOCATION MAP
N.T.S

PROJECT LOCATIONS

NOT TO SCALE



NORTH BAY VILLAGE OFFICIALS

MAYOR:	RACHEL STREITFELD
VICE MAYOR:	GORAN CUK
COMMISSIONERS:	RICHARD CHERVONY
	ANDY DARO
	DORIS ACOSTA
VILLAGE MANAGER:	FRANK ROLLASON

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

APPLICABLE IRs:

Standard Plans for Bridge Construction are included in the Structures Plans Component

FY 2026-27

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS ENGINEER OF RECORD:

DANIA S. CASTILLO, P.E.
P.E. LICENSE NUMBER 86855
EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE SUITE 410
MIAMI, FL 33126

100% SUBMITTAL
JANUARY 2025

TBD 2026

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	TBD	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DANIA S. CASTILLO
LICENSE
No 86855
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE, SUITE 410
MIAMI, FL 33126
DANIA S. CASTILLO, P.E. NO. 86855

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	PROJECT LAYOUT - HARBOR ISLAND
4	PROJECT LAYOUT - TREASURE ISLAND & JFK CSWY.
5	TYPICAL SECTION DETAILS
6 - 7	GENERAL NOTES
8 - 35	ROADWAY PLAN
36 - 41	SIGNING AND PAVEMENT MARKING PLAN
42	TEMPORARY TRAFFIC CONTROL PLAN

Match changes made to Key Sheet

KEN GARDNER
LICENSE
No 0001569
STATE OF FLORIDA
LANDSCAPE ARCHITECT

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

GARDNER + SEMLER
LANDSCAPE ARCHITECTURE
17670 NW 78TH AVE., SUITE 214
MIAMI, FL 33015
KEN GARDNER, R.L.A. NO. 0001569

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
LA1-01 - LA1-12	EXISTING TREE DISPOSITION PLAN
LA1-13	TREE PROTECTION DETAILS
LA2-01	MITIGATION PLANTING PLAN
LA2-02 - LA2-05	PLANTING SPECS & DETAILS PLAN

PATRICK MARCHANT
LICENSE
No 62968
STATE OF FLORIDA
PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

ON THE DATE ADJACENT TO THE SEAL

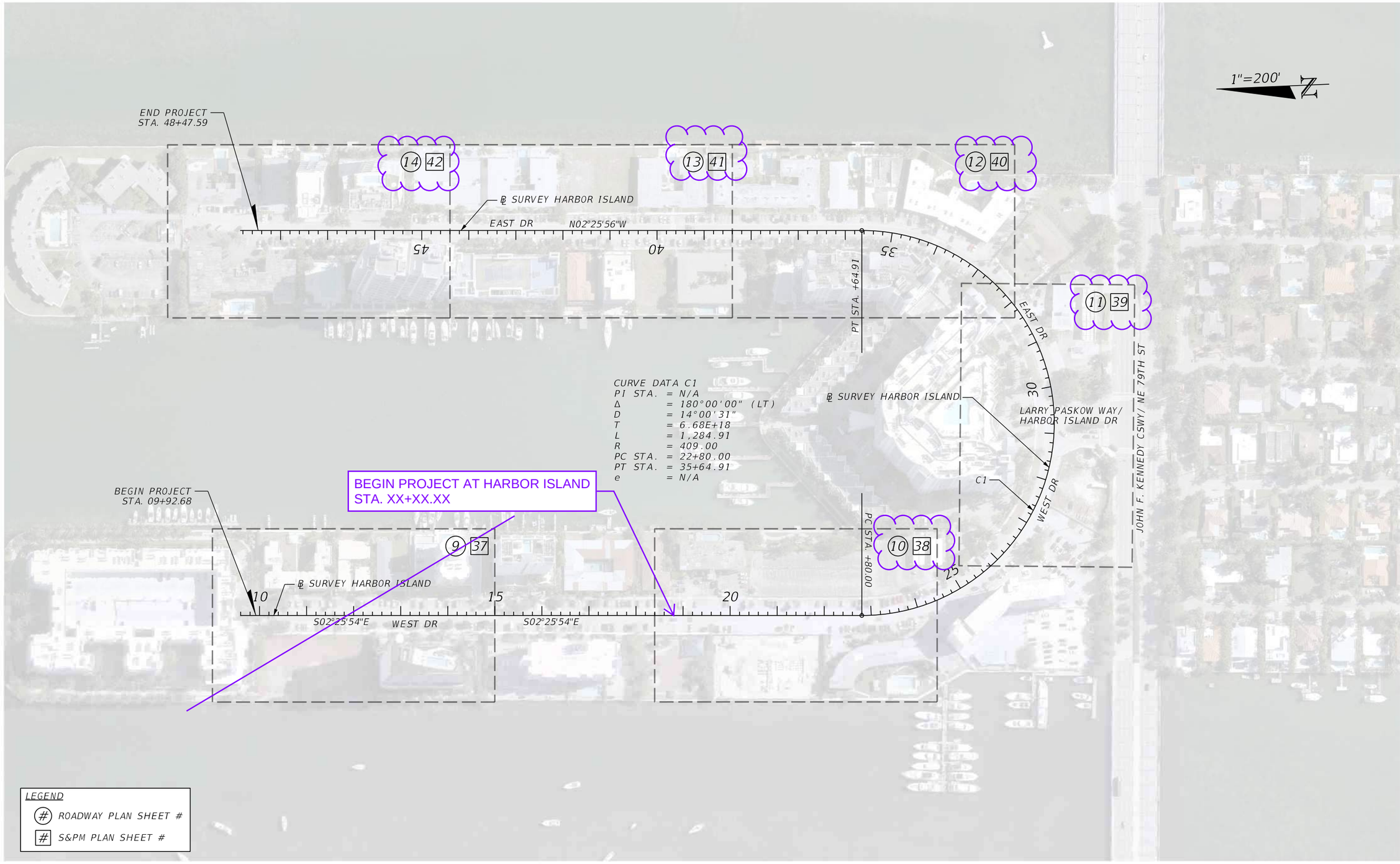
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE, SUITE 410
MIAMI, FL 33126
PATRICK MARCHANT, P.E. NO. 62968

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
2	SIGNATURE SHEET
L-1	LIGHTING NOTES
L-2	LIGHTING PLAN

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			SIGNATURE SHEET	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		2
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		



REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			PROJECT LAYOUT - HARBOR ISLAND	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		3
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLAYRD01.dgn : PLAYRD 1
amorgado 15/07/2025 PLAYRD 3:29:08 PM

sheets to be renumbered due to deleted sheet/s

LEGEND
(#) ROADWAY PLAN SHEET #

LEGEND
(#) ROADWAY PLAN SHEET #
[#] S&PM PLAN SHEET #

BEGIN PROJECT AT JFK CSWY. STA. 79+84.51

END PROJECT AT JFK CSWY. STA. 80+15.86

BEGIN PROJECT AT TREASURE ISLAND ℄ ADVENTURE AVE. STA. 189+12.69

END PROJECT AT TREASURE ISLAND ℄ E. TREASURE DR. STA. 292+09.61

℄ SURVEY_JFK CAUSEWAY

℄ SURVEY NORTH TREASURE DRIVE

℄ SURVEY_EAST TREASURE DRIVE

℄ SURVEY_WEST TREASURE DRIVE

℄ SURVEY_ADVENTURE AVENUE

℄ SURVEY_BOUNTY AVENUE

℄ SURVEY_BUCCANEER AVENUE

℄ SURVEY_CUTLASS AVENUE

℄ SURVEY_HISPANOLA AVENUE

℄ SURVEY_MUTINY AVENUE

℄ SURVEY_JEWEL AVENUE

℄ SURVEY_GALLEON STREET

℄ SURVEY_SOUTH TREASURE DRIVE

N87°52'38"E

N87°51'01"E

N87°50'53"E

N02°27'39"W

POT STA. +00.00

POT STA. +32.16

PC STA. +87.33

PI STA. 96+98.07

PRC STA. +93.04

PT STA. +70.60

N42°23'14"E

PI STA. 104+31.20

PRC STA. +74.92

PT STA. +32.21

PI STA. 287+03.82

PI STA. 286+38.41

PC STA. +01.25

PT STA. +17.41

PI STA. 125+74.60

1"=250'

CURVE DATA C5
PI STA. = 96+98.07
Δ = 38°14'38" (RT)
D = 09°25'35"
T = 210.74
L = 405.71
R = 607.82
PC STA. = 94+87.33
PT STA. = 98+93.04
e = N/A

CURVE DATA C6
PI STA. = 104+31.20
Δ = 83°44'02" (LT)
D = 09°32'30"
T = 538.15
L = 877.56
R = 600.48
PC STA. = 98+93.04
PT STA. = 107+70.60
e = 0.000

CURVE DATA C4
PI STA. = 287+03.82
Δ = 18°45'35" (LT)
D = 32°44'26"
T = 28.91
L = 57.30
R = 175.00
PC STA. = 286+74.92
PT STA. = 287+32.21
e = N/A

CURVE DATA C3
PI STA. = 286+38.41
Δ = 18°45'35" (RT)
D = 25°27'53"
T = 37.17
L = 73.67
R = 225.00
PC STA. = 286+01.25
PT STA. = 286+74.92
e = N/A

CURVE DATA C2
PI STA. = 125+74.60
Δ = 89°41'28" (LT)
D = 76°23'40"
T = 74.60
L = 117.41
R = 75.00
PC STA. = 125+00.00
PT STA. = 126+17.41
e = N/A

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			PROJECT LAYOUT - TREASURE ISLAND & JFK CAUSEWAY	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		4
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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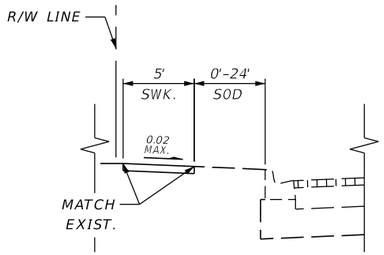
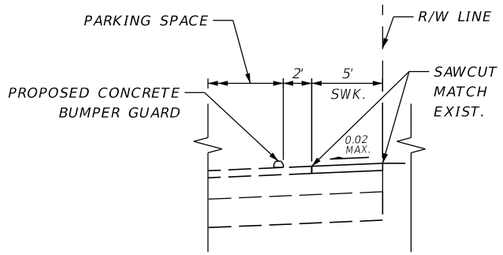
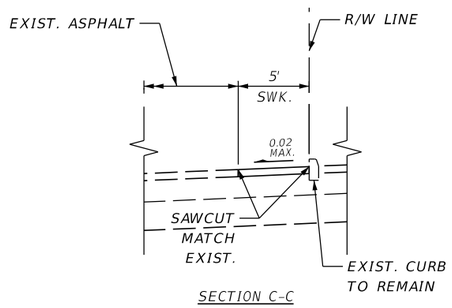
amorgado PLAYRD 2 SHEET



SECTION A–A

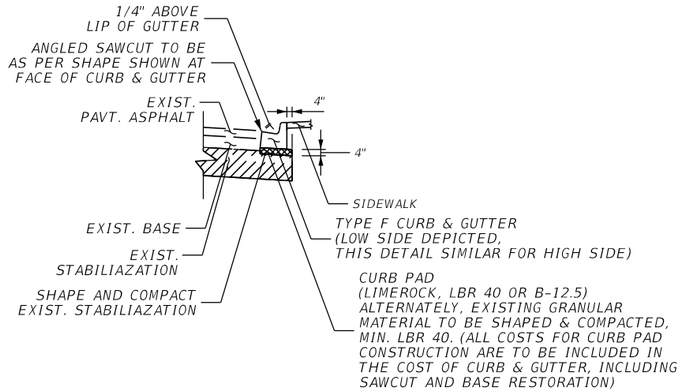


SECTION B–B

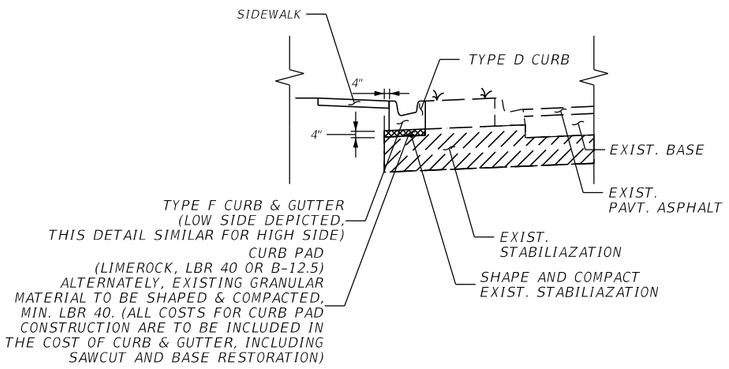


SECTION C–C

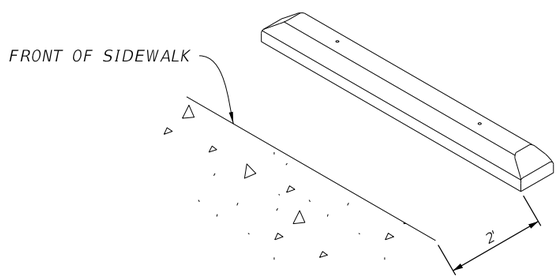
SIDEWALK
SECTION DETAILS



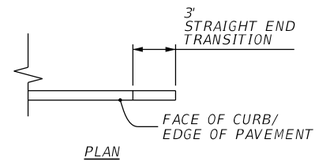
CURB PAD DETAIL
FOR CURB AND GUTTER RECONSTRUCTION
N.T.S.



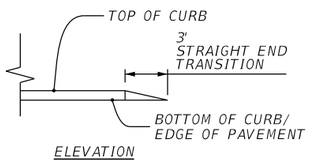
CURB BULB-OUT DETAIL



CONCRETE BUMPER GUARD

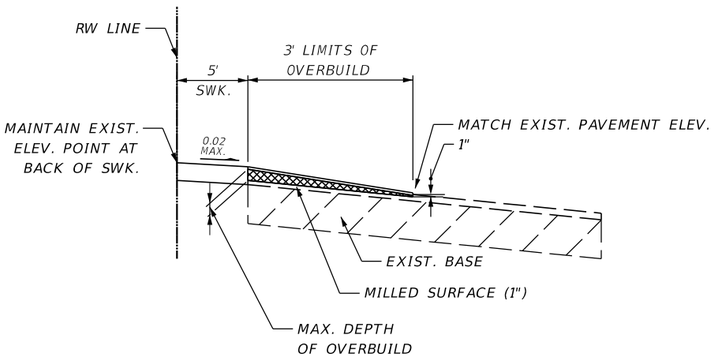


PLAN



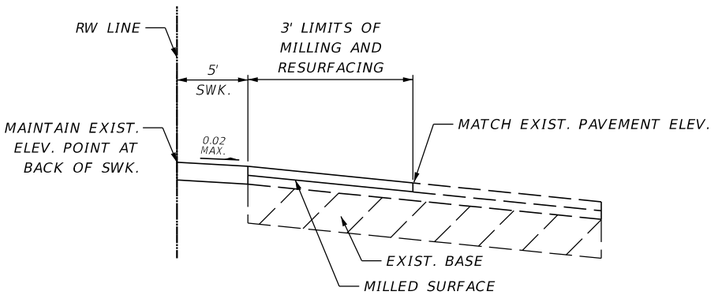
ELEVATION

CURB TYPE D ENDINGS



OVERBUILD DETAIL

TYPE SP STRUCTURAL COURSE (TRAFFIC B)
FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)



MILLING

MILL EXISTING ASPHALT PAVEMENT FOR DEPTH (1")

RESURFACING

FRICTION COURSE FC-9.5 (TRAFFIC B) (1") (PG 76-22)

SIDEWALK TO PAVEMENT
HARMONIZATION DETAIL

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			TYPICAL SECTION DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		5
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

1. GENERAL NOTES

1.1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

1.2. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

Eduardo M. Suarez, P.S.M.
P.S.M. No: LS6313
Longitude Surveyors LLC.
7700 N. Kendall Drive, Suite 705 Miami, FL 33156
Certification of Authorization: LB 7335

1.3. USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK.

1.4. KEEP EXISTING INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. DURING THE CONSTRUCTION.

1.5. REMOVE ALL SEDIMENT BARRIERS AND ROCK BAGS AT THE COMPLETION OF THE PROJECT.

1.6. REMOVE STORMWATER FROM THE ROADWAY WITHIN THE PROJECT LIMITS AND COMPLY WITH NPDES AND OTHER PERMIT REQUIREMENTS.

1.7. NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT WILL BE ALLOWED WITHIN OR ADJACENT TO THE TREASURE ISLAND ELEMENTARY SCHOOL, PAUL VOGEL PARK, CIVIC POCKET PARK AT EAST DRIVE, HARBOR ISLAND POCKET PARK & DOG PARK, AND GALLEON STREET TOT LOT. ACCESS TO THESE PROPERTIES MUST BE MAINTAINED AT ALL TIMES."

1.8. NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT NOT DEPICTED ON THE CURRENT PLAN SUBMITTAL WILL BE ALLOWED WITHIN OR ADJACENT TO THE LIDO CONDOMINIUM OR THE MAJECTIC ISLE CONDOMINIUM ON EAST DRIVE BETWEEN STA. 38+80.00 (RT) AND STA. 40+50.00 (RT) AND BETWEEN STA. 47+60.00 (LT) AND THE NORTHERN PROJECT LIMIT ON EAST DRIVE.

1.9. THE BISCAYNE BAY, BISCAYNE BAY AQUATIC PRESERVE, OUTSTANDING FLORIDA WATERS, FALLS WITHIN THE PROJECT LIMITS. TURBIDITY SHALL NOT EXCEED 0 NEPHELOMETRIC TURBIDITY UNITS (NTUS) ABOVE BACKGROUND.

2. APPLICABLE CODES

2.1. MIAMI-DADE PUBLIC WORKS: DESIGN STANDARDS PART 1 AND 2.

2.2. FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2024-2025 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION.

2.3. FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2024-2025 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

2.4. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

2.5. FLORIDA GREENBOOK (MANUAL OF UNIFORM MINIMUM STANDARDS OF DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS).

2.6. AMERICANS WITH DISABILITIES ACT STANDARDS FOR ACCESSIBLE DESIGN (ADA STANDARDS).

3. CONCRETE SIDEWALK

3.1. SAW CUTTING OF THE EXISTING SIDEWALKS SHALL BE MADE ONLY AT THE NEAREST FLAG JOINTS. ADDITIONALLY, IF THE EXISTING SIDEWALK TO BE REPAIRED IS OUTSIDE THE RIGHT OF WAY, THEN THE CONTRACTOR SHALL SAW CUT TO THE EXISTING RIGHT OF WAY

3.2. BOND BREAKER MATERIAL CAN BE ANY IMPERMEABLE COATED OR SHEET MEMBRANE OR PREFORMED MATERIAL HAVING A THICKNESS OF NOT LESS THAN 6 MILS AND NOT MORE THAN 1/2".

3.3. APPLY CONCRETE EXPANSION JOINT SEALERS AROUND ABOVE GROUND UTILITIES LOCATED AT SIDEWALK CONSTRUCTION AREAS (E.G. UTILITY POLES, LIGHT POLES, FIRE HYDRANTS ETC.).

3.4. SIDEWALK GRINDING AT JOINTS SHALL BE DONE AT DESIGNATED LOCATIONS SHOWN IN THE PLANS TO REDUCE TRIP HAZARD AND EXTEND THE USEFUL LIFE OF THE SIDEWALK.

3.5. IF THE CROSS SLOPE OF THE EXISTING PAVEMENT FLUSHED WITH THE PROPOSED SIDEWALK AT HARBOR ISLAND EXCEEDS 2%, THEN THE EXISTING PAVEMENT SHALL BE HARMONIZED.

Add relevant notes from 100% September 2024 pertaining to sidewalk connection at crosswalks

4. CROSS SLOPES AND GRADES

4.1. SIDEWALK, RAMP, AND LANDING SLOPES SHOWN IN THE STANDARD PLANS INDEX 522-001 AND 522-002 ARE MAXIMUMS. WITH APPROVAL OF THE ENGINEER, PROVIDE THE MINIMUM FEASIBLE SLOPE WHERE THE REQUIREMENTS CANNOT BE MET.

4.2. LANDINGS MUST HAVE CROSS-SLOPES LESS THAN OR EQUAL TO 0.02 IN ANY DIRECTION.

4.3. MAINTAIN A SINGLE LONGITUDINAL SLOPE ALONG EACH SIDE OF THE CURB RAMP.

4.4. JOINTS PERMITTED AT THE LOCATION OF SLOPE BREAKS. OTHERWISE LOCATE JOINTS IN ACCORDANCE WITH STANDARD PLANS INDEX 522-01. NO JOINTS ARE PERMITTED WITHIN THE RAMP PORTION OF THE CURB RAMP.

4.5. TIE-DOWN ALL SIDEWALK TO EXISTING SIDEWALK AND/OR EXISTING EDGE OF PAVEMENT ELEVATIONS.

5. CURB AND GUTTER

5.1. REFER TO TYPICAL SECTION DETAILS SHEET FOR CURB AND GUTTER DETAILS.

5.2. REMOVE ANY EXISTING CURB OR CURB AND GUTTER TO NEAREST JOINT BEYOND THE CURB TRANSITION OR TO THE EXTENT THAT NO REMAINING SECTION IS LESS THAN 5 FEET LONG.

6. CURB RAMP

6.1. REFER TO TYPICAL SECTION DETAILS SHEET FOR CURB RAMP DETAILS.

6.2. SIDEWALK CURB RAMP ALPHA-IDENTIFICATION (E.G. CR-A) ARE PROVIDED FOR REFERENCE PURPOSES IN THE PLANS.

6.3 THE ACRONYM "COR" REPRESENTS CENTER OF RAMP.

7. DETECTABLE WARNINGS

7.1. INSTALL DETECTABLE WARNINGS IN ACCORDANCE WITH SPECIFICATION 527.

7.2. INCLUDE DETECTABLE WARNINGS ON SIDEWALK CURB RAMPS IN ACCORDANCE WITH STANDARD PLANS INDEX 522-002.

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		6
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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9. SIGNING & PAVEMENT MARKINGS

9.1. ALL SIGNING AND PAVEMENT MARKINGS INSTALLED AS PART OF THESE PLANS SHALL CONFORM TO THE 2023 EDITION OF THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, THE FDOT STANDARD PLANS, AND THE MIAMI-DADE COUNTY TRAFFIC CONTROL EQUIPMENT SPECIFICATIONS AND STANDARDS FOR ROADWAY SIGNING.

9.2. SIGN ASSEMBLY LOCATIONS SHOWN ON THE PLANS IMPACTED BY THE CONSTRUCTION OF SIDEWALK MAY BE ADJUSTED SLIGHTLY AS DIRECTED BY THE ENGINEER. SIGNIFICANT LOCATION CHANGES MUST BE APPROVED BY MIAMI-DADE SIGNALS AND SIGNS DIVISION.

9.3. INCORRECTLY PLACED THERMOPLASTIC MARKINGS OVER FRICTION COURSE WILL BE REMOVED BY MILLING AND REPLACING THE FRICTION COURSE A MINIMUM WIDTH OF 18 INCHES AT THE CONTRACTOR'S EXPENSE.

9.4. THE CONTRACTOR SHALL RELOCATE ALL EXISTING POST-MOUNTED STREET NAME AND STOP SIGNS TO A VISIBLE AREA UNDISTURBED BY THE CONSTRUCTION SO AS TO MINIMIZE DAMAGE TO THE SIGNS DURING CONSTRUCTION. COST OF RELOCATION OF STREET NAME AND STOP SIGNS SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC PAY ITEM.

9.5. THE CONTRACTOR SHALL SUBMIT A LIST OF THE EXISTING SIGNS TO THE CONSTRUCTION PROJECT MANAGER PRIOR TO CONSTRUCTION. ANY SIGNS LOST OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AT NO ADDITIONAL COST. COST OF MAINTAINING EXISTING SIGNS ARE TO BE INCLUDED IN THE MAINTENACE OF TRAFFIC PAY ITEM.

9.6. THE CONTRACTOR WILL REVIEW EXISTING SIGNS SHOWN ON THE PLANS TO BE RELOCATED OR TO REMAIN. THE CONTRACTOR WILL NOTIFY IN WRITING TO THE PROJECT ENGINEER OF ANY MISSING SIGNS BEFORE CONSTRUCTION STARTS. IF EXISTING SIGNS TO BE RELOCATED HAVE A DAMAGED POLE OR A POLE NOT MEETING HEIGHT SPECIFICATION REQUIREMENTS, THE COST OF THE NEW POLE ARE TO BE INCLUDED IN THE RELOCATION PAY ITEM.

9.7. SIGNS DAMAGED BY THE CONTRACTOR'S OPERATION WILL BE REPLACED AT NO COST TO MIAMI-DADE COUNTY. COST TO BE INCLUDED UNDER THE CLEARING AND GRUBBING PAY ITEM.

9.8. ALL EXISTING PAVEMENT MARKINGS TO BE RESTRIPED SHALL BE REMOVED PRIOR TO APPLYING NEW PAVEMENT MARKINGS.

9.9. PARKING SPACES WITH LESS THAN THE STANDARD LENGTH OF 18 FT. ARE DESIGNATED FOR COMPACT VEHICLES ONLY. THESE SIGNS ARE TO BE CUSTOMIZED AND PROVIDED BY NORTH BAY VILLAGE.

10. UTILITIES

10.1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, and Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

10.2. UTILITY/AGENCY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBERS
AT&T DISTRIBUTION	DINO FARRUGGIO	N/A
BREEZELINE	PETE FREYTAG	305-861-8069
CITY OF MIAMI BEACH	CESAR MARTINEZ	305-673-7080
COMCAST CABLE	RICARDO DAVISON	786-586-8505
CROWN CASTLE NG	FIBER DIG TEAM	800-654-3110
DADE COUNTY PUBLIC WORKS	OCTAVIO VIDAL/GABI CALVO	305-412-0891 EXT. 201
FPL	EDGAR AGUILAR	386-586-6403
FPL TRANSMISSION	EDDIE FREAY	305-938-1936
HOTWIRE COMMUNICATIONS	WALTER DAVILA	954-699-0900
MDWASD	MARIA CAPOTE	786-268-5329
MCI	INVESTIGATIONS TEAM	800-624-9675
TECO PEOPLE GAS	DAVID RIVERA/JOAN DOMNING	813-275-3783

11. PAY ITEM NOTES

11.1. COST OF FLAGGER TO BE INCLUDED UNDER PAY ITEM 102-1.

11.2. COST OF TEMPORARY PAINTED PAVEMENT MARKINGS ARE TO BE INCLUDED UNDER PAY ITEMS 102-1.

11.3. COST OF REMOVING PLANT MATERIAL INCLUDING TREE CANOPY AND SHRUBS TO ALLOW CONSTRUCTION ARE TO BE INCLUDED UNDER PAY ITEM 110-1-1.

11.4. COST FOR HARMONIZING CONNECTIONS TO EXISTING PAVEMENT AT PROPOSED SIDEWALK BETWEEN FRONT OF SIDEWALK AND EDGE OF PAVEMENT MATCH POINTS ARE TO BE INCLUDED UNDER PAY ITEMS 327-70-1, 337-7-80, 334-1-12.

11.5. COST TO REMOVE EXISTING FOUNDATION MATERIAL, INSTALL NEW FOUNDATION MATERIAL PER MANUFACTURER'S RECOMMENDATION, INSTALL NEW CONDUIT TO THE NEW PULLBOX IF NEEDED TO INTERCEPT THE EXISTING CONDUIT, AND TO CLEAN THE EXISTING LIGHT FIXTURE ARE TO BE INCLUDED UNDER PAY ITEM 715-68-000.

11.6. COST TO REWIRE THE EXISTING LIGHT POLE USING APPROVED METHODS PER MANUFACTURER'S RECOMMENDATION AND CONNECTING THE LIGHT POLE TO THE NEW PULLBOX FOR A FULLY FUNCTIONAL SYSTEM ARE TO BE INCLUDED UNDER PAY ITEM 715-500-1.

11.7. COST FOR THE 12" X 12" X 6" PULLBOX IS TO BE INCLUDED UNDER PAY ITEM 635-2-11.

11.8. COST FOR ANY NEW CONDUIT TO INTERCEPT THE EXISTING CONDUIT AND ATTACH TO THE EXISTING LIGHT POLE IS TO BE INCLUDED UNDER PAY ITEM 630-2-11.

11.9. COST FOR ANY NEW WIRE TO EXTEND TO THE NEW PULLBOX IS TO BE INCLUDED UNDER PAY ITEM 639-2-1.

Add relevant notes from 100% September 2024 pertaining to sidewalk connection at crosswalks

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		7
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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-Revise plans to remove the sidewalk connection b/c easement will not be provided

-Landscape Plans to be revised

-FBB Survey Report to be revised

-Remove Lighting Sheets

-Update Cost Estimate

- Resubmit to DTPW for permit approval

EASEMENT DETAIL (N.T.S)

+92.68, 55.62' LT.
MATCH EXIST.

EASMENT LINE

+88.24
53.32' LT.

+01.33
44.17' LT.

+05.34
41.36' LT.

R/W LINE

R 46'

R 153'

+98.15
40.29' LT.

+98.15
40.29' LT.

R 10'

+08.12
40.00' LT.

1"=40'

EXIST. CONC. CURB
TO BE REMOVED (4')

+57.88, 39.55' LT.
MATCH EXIST.

+11.07
39.55' LT.

5' SW (TYP.)

EXIST. LIGHT POLE
TO BE RELOCATED
STA. 9+99.46
44.88' LT

10 11 12 WEST DR 13 14

℄ SURVEY HARBOR ISLAND

S02°25'54"E

40'

30'

REMOVE SHEET

BEGIN PROJECT AT HARBOR ISLAND
STA. 9+92.68

R/W LINE

LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

X
X
SIDEWALK SECTION DETAIL, SEE DETAIL IN TYPICAL SECTION DETAILS SHEET 5

HARBOR ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		8
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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BEGIN PROJECT AT HARBOR ISLAND
STA. XX+XX.XX

ELIMINATE PARKING SPACE (1)
EXIST. ASPHALT
TO BE REMOVED

EXIST. CONC.
BUMPER GUARD (1)
TO BE REMOVED

+84.51, 34.89' LT.
MATCH EXIST.

5' SWK. (TYP.)

REMOVE EXIST. SPEED HUMP (1)

COR. +84.51, 11.54' LT.
MATCH EXIST. EOP ELEV.

COR. +84.51, 16.34' RT.
MATCH EXIST. EOP ELEV.

+76.01
35.34' RT.
MATCH EXIST.

+82.01
35.27' RT.

+99.87, 35.07' RT.
MATCH EXIST.

EXIST. ASPHALT
TO BE REMOVED

R/W LINE

1"=40'

+06.56

CONSTRUCT CURB TYPE D
STRAIGHT END TRANSITION (3')

PC STA. +80.00

CONSTRUCT CURB TYPE D
STRAIGHT END TRANSITION (3')

19 20 WEST DR 21 22 23 24

℄ SURVEY HARBOR ISLAND

S02°25'54"E

EXIST. ASPHALT
TO BE REMOVED
(TYP.)

CONC. BUMPER
GUARD (TYP.)

+89.05

R 449'

+93.28
40.00' RT.

EXIST. BOLLARD
TO REMAIN

EXIST. ABOVE
GROUND UTILITY
TO REMAIN

+22.59, 40.00' RT.
MATCH EXIST. EOP ELEV.

R/W LINE

+17.86
40.00' RT.

+36.25
40.00' RT.

+80.00
40.00' RT.

+92.05, 40.00' RT.
MATCH EXIST. EOP ELEV.

EXIST. CONC.
BUMPER GUARDS (20)
TO BE REMOVED
AND REPLACED
(TYP.)

Add back sidewalk connection from the 100% September 2024 Plans only where there are existing crosswalks

PAUL VOGEL PARK

HARBOR ISLAND

LEGEND

- CONST. 4" THICK CONCRETE SIDEWALK
- CONST. 6" THICK CONCRETE SIDEWALK
- CONCRETE SIDEWALK-GRINDING JOINT
- INSTALL SOD
- MILLING AND RESURFACING
- (1) EXIST. WATER METER BOX TO BE ADJUSTED BY CONTRACTOR
- (3A) EXIST. SANITARY CLNO TO BE ADJUSTED BY CONTRACTOR
- [X / X] SIDEWALK SECTION DETAIL, SEE DETAIL IN TYPICAL SECTION DETAILS SHEET 5

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		9

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD02.dgn : BL SURVEY HARBOR ISLAND - PLAN 2 [SHEET]
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CURVE DATA C1
PI STA. = N/A
Δ = 180°00'00" (LT)
D = 14°00'31"
T = 6.68E+18
L = 1,284.91
R = 409.00
PC STA. = 22+80.00
PT STA. = 35+64.91
e = N/A

1"=40'

N

MATCH LINE STA. 32+40.00

EXIST. TRASH BIN TO BE RELOCATED TO THE BACK OF SWK.

+00.62, 40.00' RT. MATCH EXIST.

+75.89, 40.00' RT. MATCH EXIST.

CONSTRUCT CURB TYPE D STRAIGHT END TRANSITION (3')

CONC. BUMPER GUARDS (TYP.)

+07.89, 39.74' LT. MATCH EXIST.

END CURB TYPE D MATCH EXIST. +20.71, 18.76' LT.

+01.24, 39.77' LT. MATCH EXIST.

BEGIN CURB TYPE D MATCH EXIST. +94.68, 33.80' LT.

CONSTRUCT CURB TYPE D STRAIGHT END TRANSITION (3')

26

27 WEST DR

28

29

30

31

32

EAST DR

R/W LINE

℄ SURVEY HARBOR ISLAND

6" SWK.

EXIST. SOD TO BE REMOVED

COR: +04.77, 23.04' LT. MATCH EXIST. EOP ELEV.

R 25'

CR-E

+24.27 23.47' RT.

R/W LINE

+87.06 37.53' RT.

+87.67, 40.07' RT MATCH EXIST. EOP ELEV.

R/W LINE

LARRY PASKOW WAY/ HARBOR ISLAND DR

R/W LINE

40'

40'

5' SWK. (TYP.)

5' SWK. (TYP.)

R 449'

5B

5A

EXIST. FENCE TO BE RESET TO BACK OF SWK.

+39.57, 40.00' RT. MATCH EXIST. EOP ELEV.

EXIST. ASPHALT TO BE REMOVED

CONVERT PARKING SPACES (4) TO MOTORCYLE PARKING SPACES (6)

EXIST. CURB BACK TO REMAIN

EXIST. CONC. BUMPER GUARDS (4) TO BE REMOVED (TYP.)

CONSTRUCT CURB TYPE D STRAIGHT END TRANSITION (3')

EXIST. ABANDONED CABLE GUY WIRE ANCHOR TO BE REMOVED

OE

LEGEND

- CONST. 4" THICK CONCRETE SIDEWALK
- CONST. 6" THICK CONCRETE SIDEWALK
- INSTALL DETECTABLE WARNING SURFACE
- INSTALL SOD
- MILLING AND RESURFACING
- OVERBUILD
- (5A) EXIST. GUYWIRE TO BE ADJUSTED BY COMCAST
- (5B) EXIST. GUYWIRE TO BE ADJUSTED BY AT&T
- X / X SIDEWALK SECTION DETAIL, SEE DETAIL IN TYPICAL SECTION DETAILS SHEET 5

SR 934/JOHN F. KENNEDY CAUSEWAY/ NE 79TH ST

HARBOR ISLAND

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
DANIA S. CASTILLO
LICENSE NUMBER: 86855
EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE,
SUITE 410
MIAMI, FL 33126

NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NO.
N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01

ROADWAY PLAN

SHEET NO. 10

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Add back sidewalk connection from the 100% September 2024 Plans only where there are existing crosswalks

provide concrete sidewalk connection w/ detectable warning instead of access isle markings

1"=40'

MATCH LINE STA. 32+40.00

CONSTRUCT CURB TYP STRAIGHT END TRANS

EXIST. ASPHALT TO BE REMOVED (TYP.)

EXIST. CONC. BUMPER GUARD (1) TO BE REMOVED AND REPLACED

+21.32 30.64' RT.

CONSTRUCT CURB TYPE D STRAIGHT END TRANSITION (3')

+28.53 30.66' RT.

+90.42 35.50' RT.

+85.36 33.00' RT.

+16.15 35.50' RT.

+24.83 33.00' RT.

EXIST. ASPHALT TO BE REMOVED

CIVIC POCKET PARK

HARBOR ISLAND POCKET PARK & DOG PARK

+76.40, 39.97' RT. MATCH EXIST.

+84.19, 40.00' RT. MATCH EXIST.

+86.80 38.00' RT.

+32.22 25.00' RT.

EAST DR

+05.82 35.00' RT.

+88.74 25.00' RT.

+34.02 25.00' RT.

+86.84 30.00' RT.

+96.27 33.00' RT.

CONC. BUMPER GUARD (TYP.)

R/W LINE

PT STA. +64.91

EAST DR

CONSTRUCT CURB TYPE D STRAIGHT END TRANSITION (3')

EXIST. BOLLARD TO REMAIN

EXIST. LIGHT POLE TO REMAIN

+26.77 38.00' RT.

+34.15 30.00' RT.

+94.39 30.00' RT.

EXIST. UTILITY POLE TO REMAIN

+96.25 25.00' RT.

+03.94 40.00' RT.

+35.89 30.00' RT.

+21.31 31.01' RT.

+28.53 37.65' RT.

+28.53 40.00' RT.

R/W LINE

EXIST. UTILITY POLE TO REMAIN

EXIST. CONC. BUMPER GUARDS (38) TO BE REMOVED AND REPLACED (TYP.)

+98.09 35.00' RT.

+96.18 40.00' RT.

+62.36 32.68' RT.

+60.26 34.99' RT.

+72.17 32.67' RT.

+74.48 34.99' RT.

+64.91 39.99' RT.

+50.00

+15.42 32.62' RT.

+13.05 34.99' RT.

+35.42 32.62' RT.

+57.56 39.99' RT.

+45.30 39.99' RT.

+37.79 34.99' RT.

R/W LINE

EXIST. FIRE HYDRANT TO REMAIN

CONSTRUCT CURB TYPE D STRAIGHT END TRANSITION (3')

MATCH LINE STA. 38+40.00

BISCAYNE BAY AQUATIC PRESERVE
(OUTSTANDING FLORIDA WATERS)

HARBOR ISLAND

LEGEND

- CONST. 4" THICK CONCRETE SIDEWALK
- CONST. 6" THICK CONCRETE SIDEWALK
- INSTALL DETECTABLE WARNING SURFACE
- INSTALL SOD
- MILLING AND RESURFACING
- OVERBUILD
- (1) EXIST. WATER METER BOX TO BE ADJUSTED BY CONTRACTOR
- (4) EXIST. COMMUNICATION MANHOLE TO BE ADJUSTED BY AT&T
- (5C) EXIST. GUYWIRE TO BE ADJUSTED BY CONTRACTOR
- X / X SIDEWALK SECTION DETAIL, SEE DETAIL IN TYPICAL SECTION DETAILS SHEET 5

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		11
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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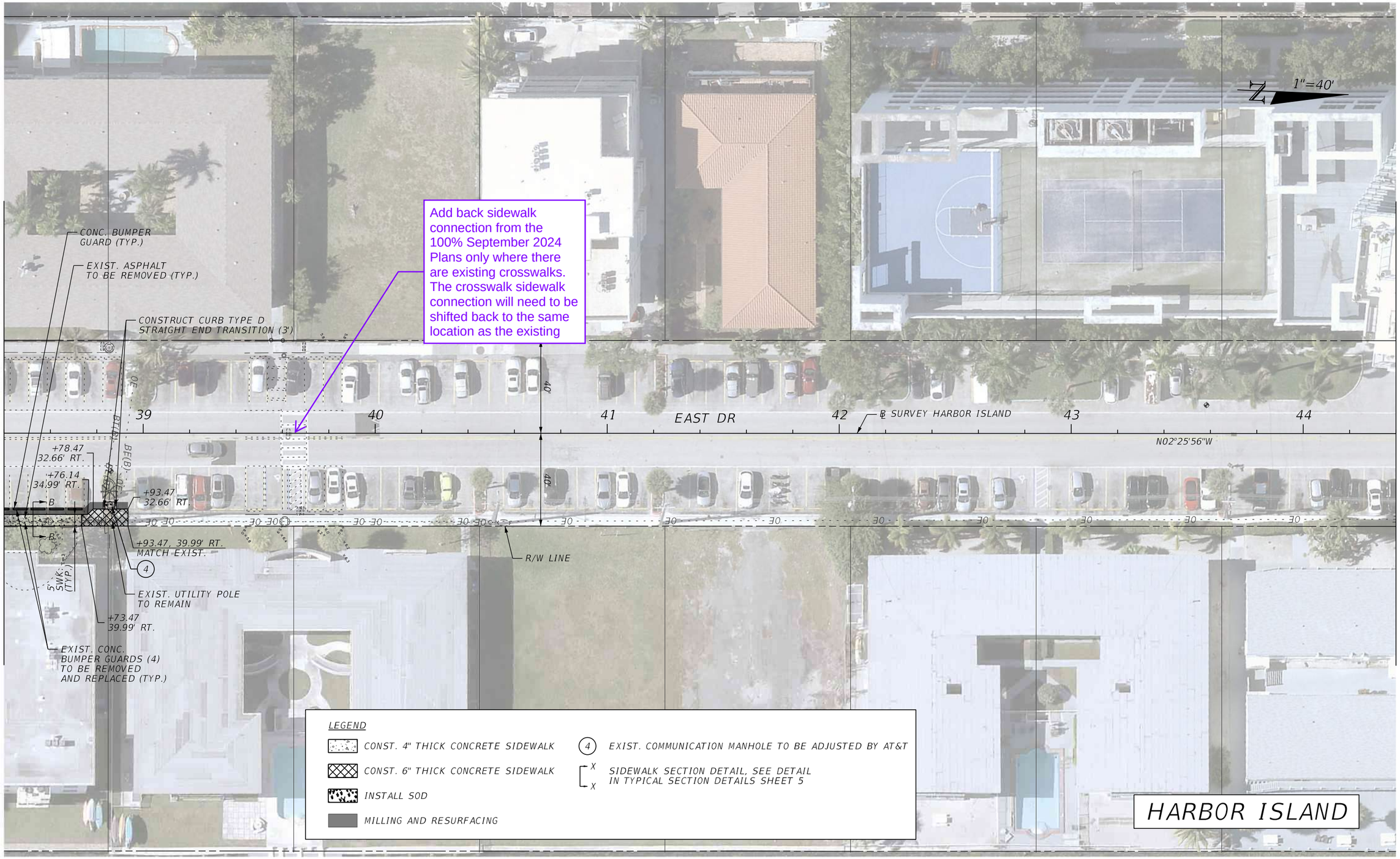

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		12
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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LEGEND

- CONST. 4" THICK CONCRETE SIDEWALK
- CONST. 6" THICK CONCRETE SIDEWALK
- INSTALL SOD
- MILLING AND RESURFACING
- OVERBUILD
- (1) EXIST. WATER METER BOX TO BE ADJUSTED BY CONTRACTOR
- (2) EXIST. WATER VALVE TO BE ADJUSTED BY CONTRACTOR
- (5A) EXIST. GUYWIRE TO BE ADJUSTED BY COMCAST
- X / X SIDEWALK SECTION DETAIL, SEE DETAIL IN TYPICAL SECTION DETAILS SHEET 5

1"=40'

MATCH LINE STA. 44+40.00

R/W LINE

℄ SURVEY HARBOR ISLAND

45 | 46 | EAST DR | 47 | 48

EXIST. PAVER PATH TO REMAIN

END PROJECT AT HARBOR ISLAND STA. 48+47.59

CONSTRUCT CURB TYPE D STRAIGHT END TRANSITION (3')

EXIST. ASPHALT TO BE REMOVED (TYP.)

+16.79 30.04' RT.

+30.71 30.04' RT.

+35.67 35.00' RT.

+78.61 30.04' RT.

+75.17 33.75' RT.

INSTALL CONC. BUMPER GUARD (1)

+79.91 40.00' RT.

+52.60 40.00' RT.

+30.92 40.00' RT.

5' SWK (TYP.)

103'

REMOVE EXIST. PAVERS (SAWCUT)

R/W LINE

+16.71, 35.04' RT. MATCH EXIST.

+28.64 35.04' RT.

+33.60, 40.00' RT. MATCH EXIST.

INSTALL CONC. BUMPER GUARD (1)

EXIST. ABOVE GROUND UTILITY TO REMAIN

+80.73 35.05' RT.

+78.80 32.17' RT.

+78.14 37.85' RT.

+76.00 40.00' RT.

+55.92 33.75' RT.

+94.67 30.13' RT.

+94.59, 35.13' RT. MATCH EXIST.

+52.01, 35.96' RT. MATCH EXIST.

+64.14

+52.01 30.90' RT.

N02°25'56"W

EXIST. CONC. BUMPER GUARD (1) TO BE REMOVED AND REPLACED

CONC. BUMPER GUARD (TYP.)

+42.30

+53.93

+50.93, 38.75' RT. MATCH EXIST. EOP ELEV.

+10.93 38.75' RT.

+90.93 38.75' RT.

EXIST. UTILITY POLE TO REMAIN

EXIST. FENCE TO BE RESET TO BACK OF SWK.

EXIST. CONC. BUMPER GUARDS (3) TO BE REMOVED AND REPLACED (TYP.)

+79.19 30.90' RT.

ELIMINATE PARKING SPACE (1) EXIST. ASPHALT TO BE REMOVED

+74.19 38.75' RT.

+71.36 35.93' RT.

+57.01 30.90' RT.

HARBOR ISLAND

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		13
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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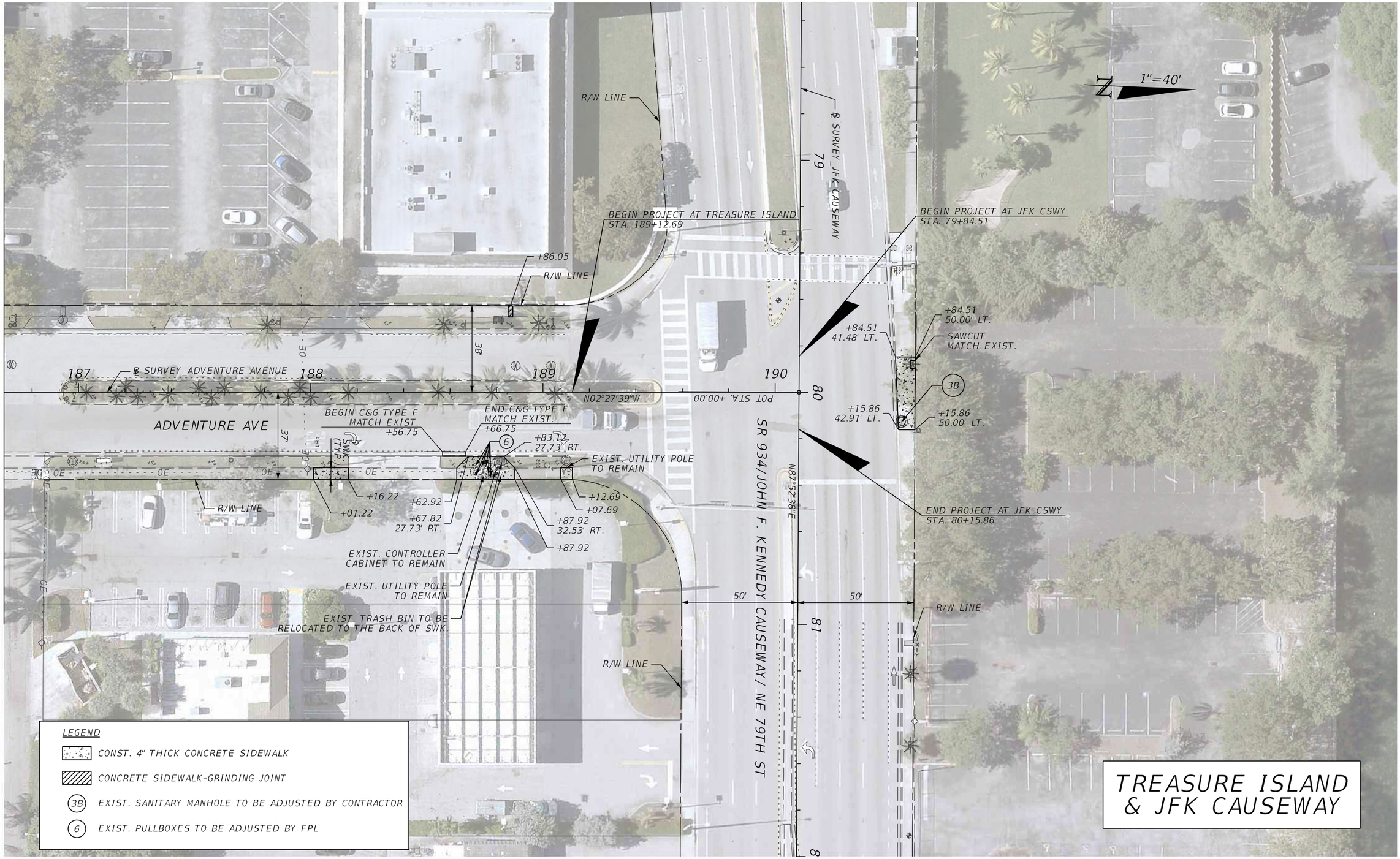

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		14
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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MATCH LINE STA. 186+68.01

LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

CONST. 6" THICK CONCRETE SIDEWALK

(1) EXIST. WATER METER BOX TO BE ADJUSTED BY CONTRACTOR

Remove pavers, replace with pavt. asphalt, and provide Pattern Pavement shape. Update legend

+57.23
+39.92
END C&G TYPE F MATCH EXIST. +09.92
+14.92
+04.92
BEGIN C&G TYPE F MATCH EXIST. +99.92
+71.39
+66.39
+59.63
+44.63
+29.69
+10.31
+03.96
EXIST. FIRE HYDRANT TO REMAIN
R/W LINE
38'
37'
5' SWK. (TYP.)
MPH
186
185
184
183
30
OE
1"=40'
N
N02°27'39"W
N87°51'01"E
℄ SURVEY_NORTH TREASURE DRIVE
℄ SURVEY_WEST TREASURE DRIVE
℄ SURVEY_ADVENTURE AVENUE
N. TREASURE DR
W. TREASURE DR
ADVENTURE AVE
100
101
102
103
168
35'
25'
+68.25
+63.25
+91.81
+86.81
+71.17
+45.00
+40.00
+11.01
+01.01
TREASURE ISLAND

MATCH LINE STA. 167+25.40

MATCH LINE STA. 183+00.00

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		15
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

CONCRETE SIDEWALK-GRINDING JOINT

Remove pavers, replace with pavt. asphalt, and provide Pattern Pavement shape. Update legend

-Bring back removal of paver shape (apply to all areas where pavers are to be removed)

-Provide Pattern Pavement shape (apply to all areas where pavers are to be removed). Add to Legend. Add Pay Item 523 3 Patterned Pavement (SY).

1"=40'

N

END C&G TYPE F MATCH EXIST. +25.29

BEGIN C&G TYPE F MATCH EXIST. +10.29

R/W LINE

END C&G TYPE F MATCH EXIST. +94.13

BEGIN C&G TYPE F MATCH EXIST. +79.13

BEGIN C&G TYPE F MATCH EXIST. +19.13

END C&G TYPE F MATCH EXIST. +29.13

BEGIN C&G TYPE F MATCH EXIST. +39.13

END C&G TYPE F MATCH EXIST. +49.13

5' SWK (TYP.)

℄ SURVEY_NORTH TREASURE DRIVE

35'

104 105 106 107 108 109 1

N87°51'01"E

N. TREASURE DR

+21.17 +11.17 +06.17 +20.67 +04.97 +94.97 +20.52 +85.52

R/W LINE

N02°27'39"W

204 219

25' 25'

BOUNTY AVE

BUCCANEER AVE

℄ SURVEY_BOUNTY AVENUE

℄ SURVEY_BUCCANEER AVENUE

TREASURE ISLAND

MATCH LINE STA. 104+00.00

MATCH LINE STA. 110+00.00

MATCH LINE STA. 203+00.00

MATCH LINE STA. 218+00.00

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

DANIA S. CASTILLO
LICENSE NUMBER: 86855
EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE,
SUITE 410
MIAMI, FL 33126

NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NO.
N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01

ROADWAY PLAN

SHEET NO. 16

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LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

CONCRETE SIDEWALK-GRINDING JOINT

(1) EXIST. WATER METER BOX TO BE ADJUSTED BY CONTRACTOR

(3A) EXIST. SANITARY CLNO TO BE ADJUSTED BY CONTRACTOR

1"=40'

N

MATCH LINE STA. 110+00.00

MATCH LINE STA. 116+00.00

R/W LINE

R/W LINE

R/W LINE

R/W LINE

℄ SURVEY_NORTH TREASURE DRIVE

35'

110 111 112 113 114 115

N87°51'01"E

N. TREASURE DR

5' SWK. (TYP.)

N02°27'39"W

OE

+19.97

+09.97

R/W LINE

+70.17

+65.17

+15.17

+10.17

+92.61

+87.61

R/W LINE

+52.07

+42.07

END C&G TYPE F MATCH EXIST. +00.33

BEGIN C&G TYPE F MATCH EXIST. +90.33

234

25'

25'

CUTLASS AVE

+71.67

+61.67

℄ SURVEY_CUTLASS AVENUE

R/W LINE

+22.96

+12.96

+02.96

5' SWK. (TYP.)

+11.24

+06.24

233

+74.51

EXIST. UTILITY POLE TO REMAIN

+64.51

+44.89

R/W LINE

+03.77

249

25'

℄ SURVEY_HISPANOLA AVENUE

248

3A

+90.96

+80.96

25'

HISPANOLA AVE

+67.53

+57.53

+52.53

+42.53

R/W LINE

+17.15

+07.15

5' SWK. (TYP.)

-Bring back removal of paver shape (apply to all areas where pavers are to be removed)

-Provide Pattern Pavement shape (apply to all areas where pavers are to be removed). Add to Legend. Add Pay Item 523 3 Patterned Pavement (SY).

LAND

MATCH LINE STA. 233+00.00

MATCH LINE STA. 248+00.00

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		17
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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bring back the pavt. reconst. shape from 100% Sept 24' submittal. Update Legend

MATCH LINE STA. 116+00.00

N. TREASURE DR

35'

5' SWK (TYP.)

OE

+43.18

+48.18

R/W LINE

END C&G TYPE F MATCH EXIST. +24.68

+11.87

+04.93

+99.93

BEGIN C&G TYPE F MATCH EXIST. +04.93

R/W LINE

END C&G TYPE F MATCH EXIST. +26.21

℄ SURVEY_NORTH TREASURE DRIVE

N87°51'01"E

BEGIN C&G TYPE F MATCH EXIST. +26.40

R/W LINE

116

117

118

264

N02°27'39"W

25'

25'

℄ SURVEY_MUTINY AVENUE

MUTINY AVE

R/W LINE

R/W LINE

253

MATCH LINE STA. 263+00.00

TREASURE ISLAND ELEMENTARY SCHOOL

LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

CONST. 6" THICK CONCRETE SIDEWALK

CONCRETE SIDEWALK-GRINDING JOINT

TREASURE ISLAND

1"=40'

N

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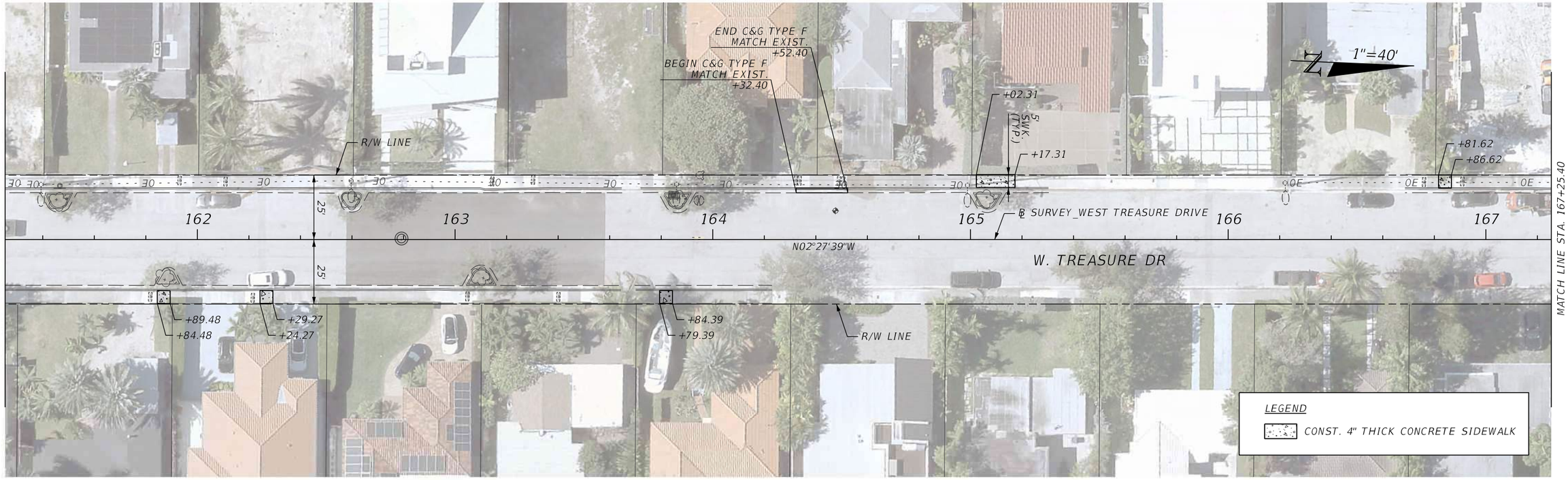
REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		18

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD10-13.dgn : BL SURVEY_NORTH TREASURE DRIVE - PLAN 13 [SHEET]
amorgado 1/30/2025 3:31:46 PM



MATCH LINE STA. 162+25.40

MATCH LINE STA. 167+25.40

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TREASURE ISLAND

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

DANIA S. CASTILLO
LICENSE NUMBER: 86855
EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE,
SUITE 410
MIAMI, FL 33126

NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NO.
N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01

ROADWAY PLAN

SHEET NO.
19

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD14.dgn : BL SURVEY_WEST TREASURE DRIVE - PLAN 14 [SHEET]
amorgado 1/30/2025 3:31:52 PM



TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		20
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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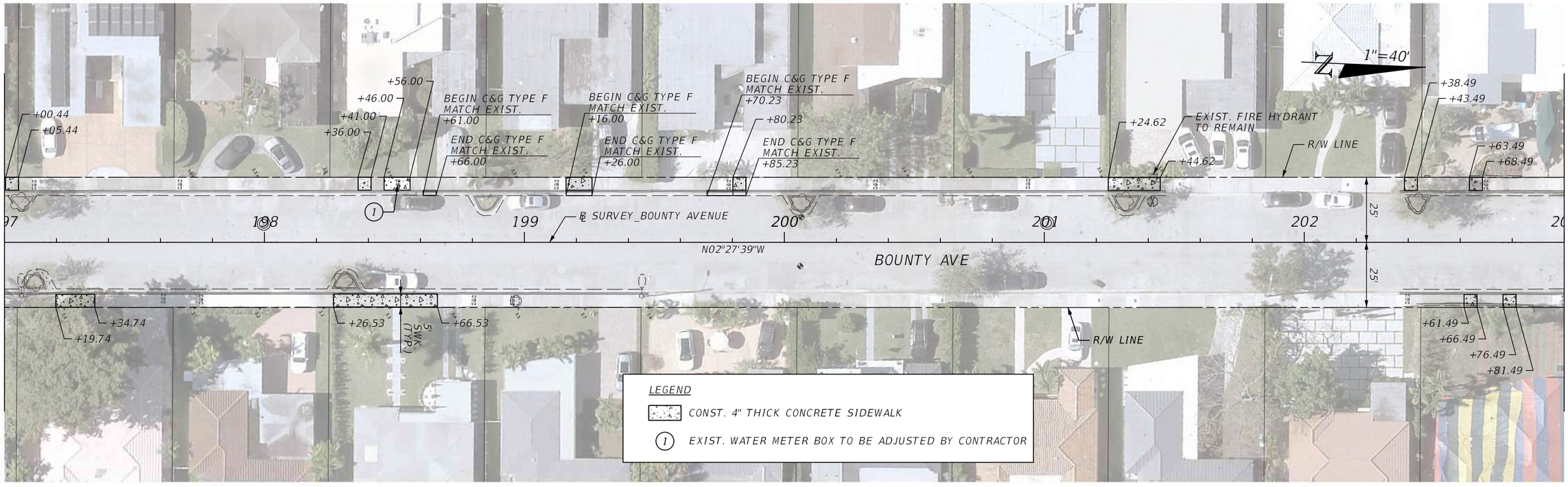
MATCH LINE STA. 197+00.00

MATCH LINE STA. 203+00.00

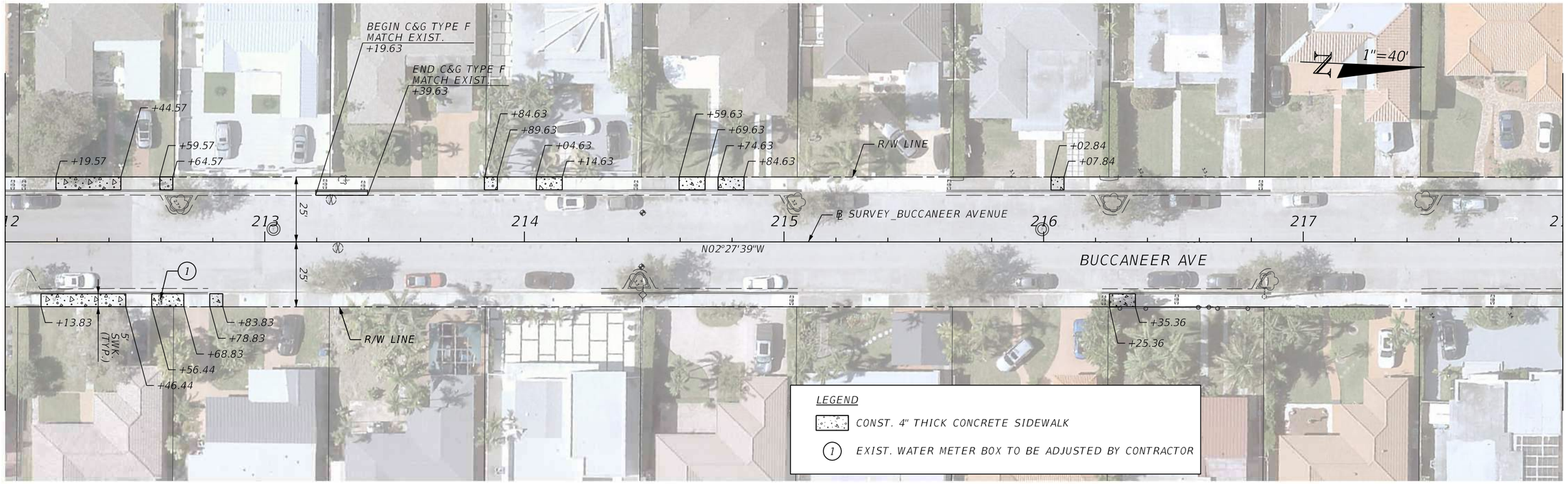
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		21
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD16.dgn : BL SURVEY_BOUNTY AVENUE - PLAN 16 [SHEET]
amorgado 1/30/2025 3:31:59 PM

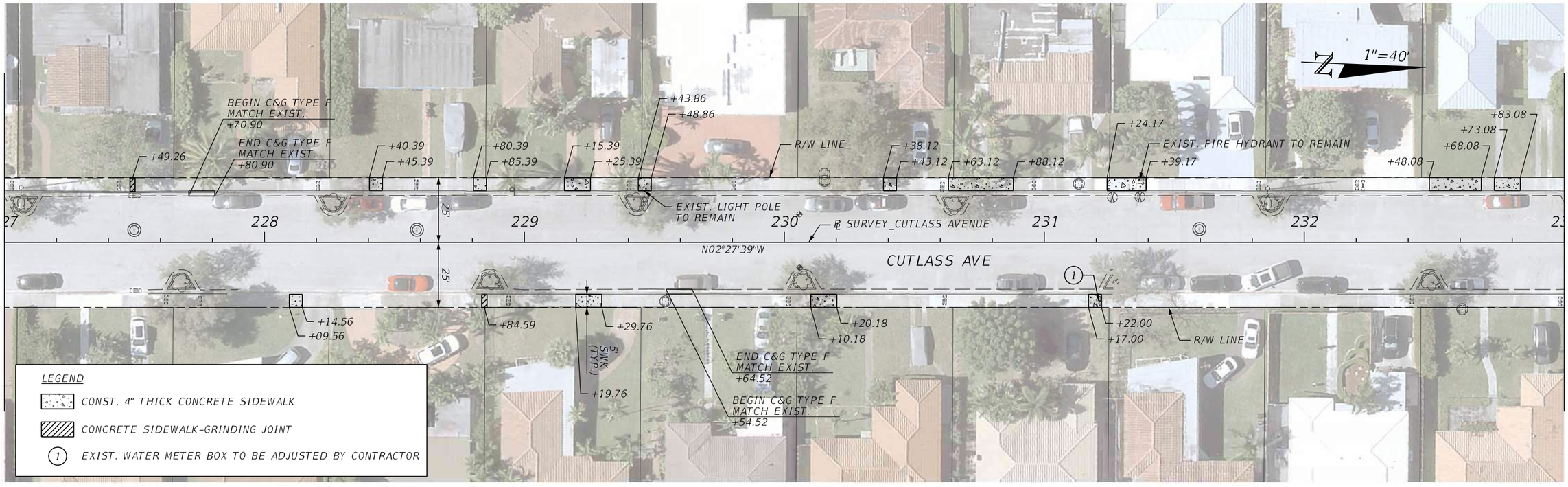


TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		22

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD17.dgn : BL SURVEY_BUCCANEER AVENUE - PLAN 17 [SHEET]
amorgado 1/30/2025 3:32:03 PM

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

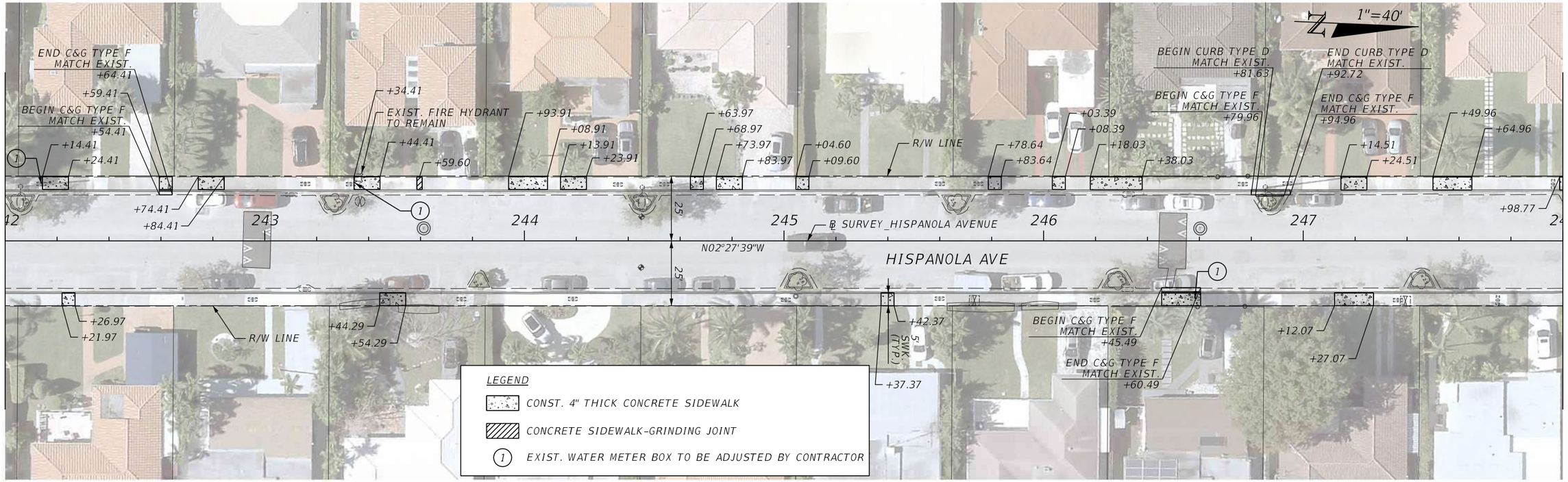


TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		23
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD18.dgn : BL SURVEY_CUTLASS AVENUE - PLAN 18 [SHEET]
amorgado 1/30/2025 3:32:07 PM



MATCH LINE STA. 242+00.00

MATCH LINE STA. 248+00.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		24
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD19.dgn : BL SURVEY_HISPANOLA AVENUE - PLAN 19 [SHEET]
amorgado 1/30/2025 3:32:11 PM

MATCH LINE STA. 257+00.00

MATCH LINE STA. 263+00.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

1"=40'

257 258 259 260 261 262 263

℄ SURVEY_MUTINY AVENUE

N02°27'39"W

MUTINY AVE

25'

R/W LINE

+40.52
+50.52
+41.93
+15.13
+30.13
+60.65
+65.65
+60.55
+65.55
+35.87
+46.94
+41.94
+20.91
+15.91
+10.91
+05.91
+71.30
+66.30

5' SWK (TYP.)

BEGIN C&G TYPE F MATCH EXIST. +36.52

END C&G TYPE F MATCH EXIST. +51.52

1

LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

CONCRETE SIDEWALK-GRINDING JOINT

(1) EXIST. WATER METER BOX TO BE ADJUSTED BY CONTRACTOR

TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		25
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD20.dgn : BL SURVEY_MUTINY AVENUE - PLAN 20 [SHEET]
amorgado 1/30/2025 3:32:14 PM

MATCH LINE STA. 162+25.40

MATCH LINE STA. 177+00.00

BISCAYNE BAY AQUATIC PRESERVE
(OUTSTANDING FLORIDA WATERS)

W. TREASURE DR

℄ SURVEY_WEST TREASURE DRIVE

℄ SURVEY_ADVENTURE AVENUE

ADVENTURE AVE

S. TREASURE DR

℄ SURVEY_SOUTH TREASURE DRIVE

N02°27'39"W

N87°50'53"E

1"=40'

25'

R/W LINE

EXIST. UTILITY POLE TO REMAIN

+87.14

+82.14

+26.19

5' SWK. (TYP.)

+11.19

+90.78

+85.78

+37.05

+69.39

+76.80

+47.05

PT STA 127+17.41

PI STA 125+74.60

160

161

125

126

127

128

175

176

CURVE DATA C2
PI STA. = 125+74.60
Δ = 89°41'28" (LT)
D = 76°23'40"
T = 74.60
L = 117.41
R = 75.00
PC STA. = 125+00.00
PT STA. = 126+17.41
e = N/A

-Bring back removal of paver shape (apply to all areas where pavers are to be removed)

-Provide Pattern Pavement shape (apply to all areas where pavers are to be removed). Add to Legend. Add Pay Item 523 3 Patterned Pavement (SY).

LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

(1) EXIST. WATER METER BOX TO BE ADJUSTED BY CONTRACTOR

TREASURE ISLAND

MATCH LINE STA. 129+00.00

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		26
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD21-26.dgn : BL SURVEY_SOUTH TREASURE DRIVE - PLAN 21 [SHEET]
amorgado 1/30/2025 3:32:20 PM

MATCH LINE STA. 197+00.00

MATCH LINE STA. 212+00.00

MATCH LINE STA. 129+00.00

MATCH LINE STA. 135+00.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

1"=40'

℄ SURVEY_BOUNTY AVENUE

N02°27'39"W

BOUNTY AVE

℄ SURVEY_BUCCANEER AVENUE

BUCCANEER AVE

℄ SURVEY_SOUTH TREASURE DRIVE

N87°50'53"E

S. TREASURE DR

R/W LINE

5' SWK. (TYP.)

25'

+87.11
+42.11
+14.54
+04.54
+99.54
+89.54
+84.54
+74.54
+64.54
+59.54
+49.54
+39.87

+42.25
+37.25
+27.25
+17.25

+20.44
+10.44

+50.85
+10.09
+15.09
+65.85
+95.22

+39.95
+34.95
+14.95
+04.95

END C&G TYPE F MATCH EXIST. +81.90

BEGIN C&G TYPE F MATCH EXIST. +71.90

END C&G TYPE F MATCH EXIST. +64.95

BEGIN C&G TYPE F MATCH EXIST. +59.95

Remove pavers, replace with pavt. asphalt, and provide Pattern Pavement shape. Update legend

+82.69
+77.69
+81.20
+71.20
+89.64
+84.64
+82.89
+87.89

BEGIN C&G TYPE F MATCH EXIST. +21.06

END C&G TYPE F MATCH EXIST. +31.06

BEGIN C&G TYPE F MATCH EXIST. +79.64

END C&G TYPE F MATCH EXIST. +89.64

EXIST. PULL BOX TO BE ADJUSTED

196 211 195 210

129 130 131 132 133 134

LEGEND

- CONST. 4" THICK CONCRETE SIDEWALK
- CONST. 6" THICK CONCRETE SIDEWALK
- CONCRETE SIDEWALK-GRINDING JOINT
- (1) EXIST. WATER METER BOX TO BE ADJUSTED BY CONTRACTOR

TREASURE ISLAND

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
DANIA S. CASTILLO
LICENSE NUMBER: 86855
EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE,
SUITE 410
MIAMI, FL 33126

NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NO.
N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01

ROADWAY PLAN

SHEET NO. 27

MATCH LINE STA. 227+00.00

MATCH LINE STA. 242+00.00

MATCH LINE STA. 135+00.00

MATCH LINE STA. 141+00.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Remove pavers, replace with pavt. asphalt, and provide Pattern Pavement shape. Update legend

-Bring back removal of paver shape (apply to all areas where pavers are to be removed)

-Provide Pattern Pavement shape (apply to all areas where pavers are to be removed). Add to Legend. Add Pay Item 523 3 Patterned Pavement (SY).

CUTLASS AVE

℄ SURVEY_CUTLASS AVENUE

N02°27'39"W

HISPANOLA AVE

℄ SURVEY_HISPANOLA AVENUE

℄ SURVEY_SOUTH TREASURE DRIVE

S. TREASURE DR

N87°50'53"E

1"=40'

R/W LINE

5' SWK. (TYP.)

25'

+89.88
+79.88
+45.90
+40.90
+16.00
+85.86
+70.90
+65.90
+60.90
+50.90
+43.16
+38.61
+10.55
+15.55
+45.66
+88.21
+83.21
+76.71
+41.71
+26.71
+21.71
+90.13
+70.13
+64.94
+53.99
+50.27
+65.13
+55.25
+49.73
+44.94
+37.43
+71.88
+76.88
+16.30
+61.29
+23.90
+13.90
+47.16
+37.16
+84.25
+66.23
+61.23
+56.23
+51.23
+36.23
+31.23
+26.23
+21.23
+29.17
+09.17

END C&G TYPE F MATCH EXIST.

BEGIN C&G TYPE F MATCH EXIST.

END CURB TYPE D MATCH EXIST.

BEGIN CURB TYPE D BEGIN C&G TYPE F MATCH EXIST.

EXIST. LIGHT POLE TO REMAIN

R 32'

OE

136 137 138 139 140

225 240 241

LEGEND

- CONST. 4" THICK CONCRETE SIDEWALK
- CONST. 6" THICK CONCRETE SIDEWALK
- CONCRETE SIDEWALK-GRINDING JOINT
- (1) EXIST. WATER METER BOX TO BE ADJUSTED BY CONTRACTOR
- (2) EXIST. WATER VALVE TO BE ADJUSTED BY CONTRACTOR

TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		28
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD21-26.dgn : BL SURVEY_SOUTH TREASURE DRIVE - PLAN 23 [SHEET]
amorgado 1/30/2025 3:32:30 PM

MATCH LINE STA. 257+00.00

MATCH LINE STA. 272+00.00

-Bring back removal of paver shape (apply to all areas where pavers are to be removed)

-Provide Pattern Pavement shape (apply to all areas where pavers are to be removed). Add to Legend. Add Pay Item 523 3 Patterned Pavement (SY).

+80.24
+75.24
+55.24
5' SWK. (TYP.)
+45.15
25'
25'
MUTINY AVE
R/W LINE
+06.19
+01.19
℄ SURVEY_MUTINY AVENUE
N02°27'39"W
256
END C&G TYPE F MATCH EXIST. +30.17
+20.17
+88.93
+83.93
BEGIN C&G TYPE F MATCH EXIST. +97.67
+26.88
+21.88
+16.88
3C
+06.88
271
JEWEL AVE
+89.56
+84.56
END C&G TYPE F MATCH EXIST. +21.83
BEGIN C&G TYPE F MATCH EXIST. +61.83
+78.84
+83.84
1"=40'
N
141
142
143
144
145
146
℄ SURVEY_SOUTH TREASURE DRIVE
N87°50'53"E
S. TREASURE DR
255
270
EXIST. UTILITY POLE TO REMAIN
EXIST. UTILITY POLE TO REMAIN
BEGIN C&G TYPE F MATCH EXIST. +44.65
EXIST. UTILITY POLE TO REMAIN
END C&G TYPE F MATCH EXIST. +54.30
BEGIN C&G TYPE F MATCH EXIST. +44.30
+09.20
+04.20
+92.77
+87.77
+09.33
+04.33
5' SWK. (TYP.)
+29.65
+44.65
END C&G TYPE F MATCH EXIST. +74.65
+32.05
+27.05
OE

MATCH LINE STA. 141+00.00

MATCH LINE STA. 147+00.00

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LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

3C EXIST. SANITARY VALVE TO BE ADJUSTED BY CONTRACTOR

TREASURE ISLAND

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

DANIA S. CASTILLO
LICENSE NUMBER: 86855
EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE,
SUITE 410
MIAMI, FL 33126

NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NO.
N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01

ROADWAY PLAN

SHEET NO. 29

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD21-26.dgn : BL SURVEY_SOUTH TREASURE DRIVE - PLAN 24 [SHEET]
amorgado 1/30/2025 3:32:35 PM

MATCH LINE STA. 147+00.00

MATCH LINE STA. 153+00.00

1"=40'

+59.18
+64.18
+04.29
+09.29
+19.29
+24.29
R/W LINE

47 148 ℄ SURVEY_SOUTH TREASURE DRIVE 149 150 151 152 153

N87°50'53"E

S. TREASURE DR

25'
25'

EXIST. UTILITY POLE
TO REMAIN

OE 30 OE 30 OE 30 OE 30 OE 30 OE 30 OE 30 OE

END C&G TYPE F
MATCH EXIST.
+12.08

BEGIN C&G TYPE F
MATCH EXIST.
+07.08

+92.35
+87.35

R/W LINE

+81.76
+76.76

END C&G TYPE F
MATCH EXIST.
+41.62

BEGIN C&G TYPE F
MATCH EXIST.
+31.62

LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

TREASURE ISLAND

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		30

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD21-26.dgn : BL SURVEY_SOUTH TREASURE DRIVE - PLAN 25 [SHEET]
amorgado 1/30/2025 3:32:40 PM

MATCH LINE STA. 282+00.00

END C&G TYPE F
MATCH EXIST.
+98.85

BEGIN C&G TYPE F
MATCH EXIST.
+88.85

25'

25'

5'
SWK.
(TYP.)

+39.45
+34.45

END C&G TYPE F
MATCH EXIST.
+24.45

BEGIN C&G TYPE F
MATCH EXIST.
+14.45

R/W LINE

R/W LINE

+78.33

EXIST. UTILITY POLE
TO REMAIN

+68.33

E TREASURE DR

281

N02°27'39"W

OE

R/W LINE

℄ SURVEY_EAST TREASURE DRIVE

+98.31
25.00' LT.

+01.78
25.00' LT.

R 40'

EXIST. UTILITY POLE
TO REMAIN

+26.54

R/W LINE

℄ SURVEY_SOUTH TREASURE DRIVE

154

280

N87°50'53"E

S. TREASURE DR

25'

25'

OE

R/W LINE

+54.25

R 40'

+58.76

+37.77

R 40'

5' SWK.
(TYP.)

+25.00

R/W LINE

MATCH LINE STA. 153+00.00

BISCAYNE BAY AQUATIC PRESERVE
(OUTSTANDING FLORIDA WATERS)

1"=40'

N

TREASURE ISLAND

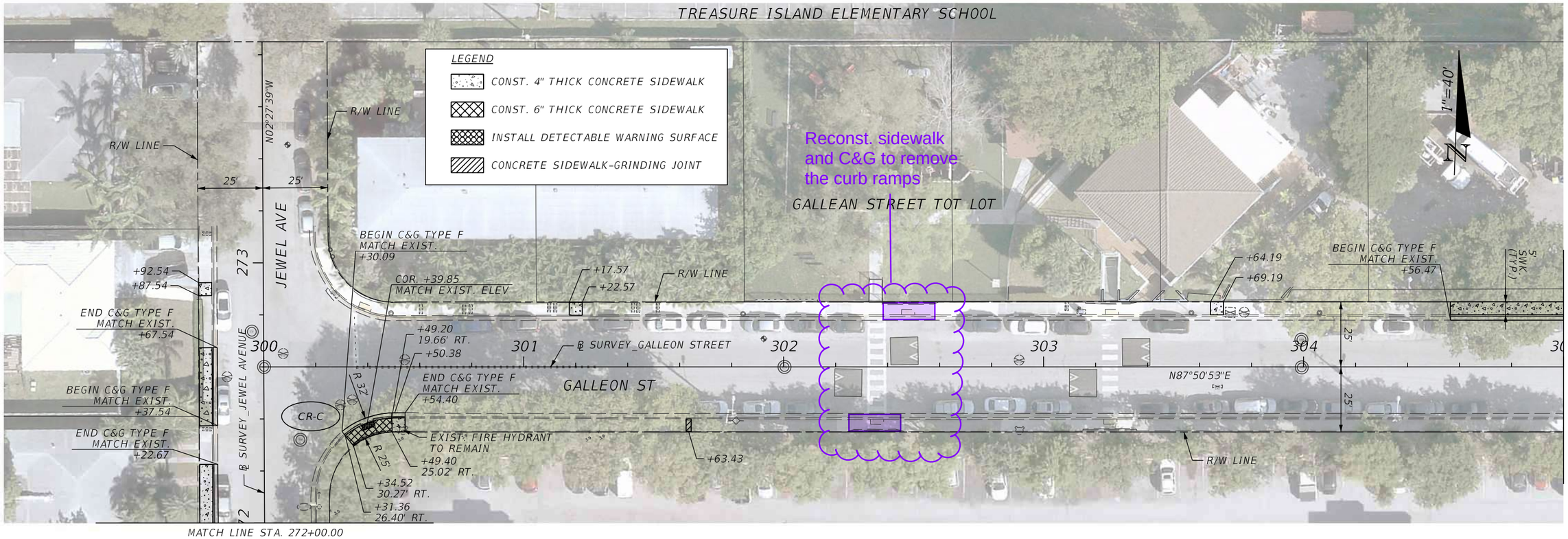
LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		31

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD21-26.dgn : BL SURVEY_SOUTH TREASURE DRIVE - PLAN 26 [SHEET]
amorgado 1/30/2025 3:32:44 PM



TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		32

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\PLANRD27-28.dgn : BL SURVEY_GALLEON STREET - PLAN 27 [SHEET]
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MATCH LINE STA. 284+00.00

TREASURE ISLAND ELEMENTARY SCHOOL

LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

END C&G TYPE F
MATCH EXIST.
+11.47

R/W LINE

℄ SURVEY_EAST TREASURE DRIVE

E. TREASURE DR

25'

25'

283

N02°27'39"W

30'

R/W LINE

1"=40'

MATCH LINE STA. 305+00.00

305

306

℄ SURVEY_GALLEON STREET

307

308

25'

25'

GALLEON ST

N87°50'53"E

EXIST. UTILITY POLE
TO REMAIN

5' SWK.
(TYP.)

R/W LINE

+25.81

+20.81

+15.81

+10.81

+00.37

+95.37

30'

+40.97

+35.97

282

MATCH LINE STA. 282+00.00

TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		33
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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TREASURE ISLAND ELEMENTARY SCHOOL

1"=40'

remove pavers and fill with pavt. asphalt

extend the reconst. of sidewalk and C&G to remove the existing curb ramp

MATCH LINE STA. 284+00.00

BEGIN C&G TYPE F MATCH EXIST. +20.53

END C&G TYPE F MATCH EXIST. +25.53

+60.19

+70.19

+95.19

+00.19

+05.19

+10.19

5' SWK. (TYP.)

25'

285

N02°27'39"W

E. TREASURE DR

END C&G TYPE F MATCH EXIST. +42.08

BEGIN C&G TYPE F MATCH EXIST. +27.08

R/W LINE

BEGIN C&G TYPE F MATCH EXIST. +09.09

R/W LINE

286

CONSTRUCT CURB TYPE F STRAIGHT END TRANSITION (5')

END C&G TYPE F MATCH EXIST. +22.88

PI STA. 286+38.41

PC STA. 287+02.82

+41.51

+39.08

PC STA. +01.25

R 100'

R 200'

R 95'

+62.26

+62.55

+47.77

+39.73

SAWCUT MATCH EXIST.

PI STA. 287+03.82

PT STA. +32.21

+29.53

+34.89

287

288

289

BEGIN C&G TYPE F MATCH EXIST. +33.91

END C&G TYPE F MATCH EXIST. +53.91

+87.52

+92.52

R/W LINE

℄ SURVEY_EAST TREASURE DRIVE

E. TREASURE DR

N02°27'39"W

END C&G TYPE F MATCH EXIST. +64.01

BEGIN C&G TYPE F MATCH EXIST. +49.01

R/W LINE

MATCH LINE STA. 290+00.00

CURVE DATA C3
PI STA. = 286+38.41
Δ = 18°45'35" (RT)
D = 25°27'53"
T = 37.17
L = 73.67
R = 225.00
PC STA. = 286+01.25
PT STA. = 286+74.92
e = N/A

CURVE DATA C4
PI STA. = 287+03.82
Δ = 18°45'35" (LT)
D = 32°44'26"
T = 28.91
L = 57.30
R = 175.00
PC STA. = 286+74.92
PT STA. = 287+32.21
e = N/A

LEGEND

CONST. 4" THICK CONCRETE SIDEWALK

TREASURE ISLAND

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		34
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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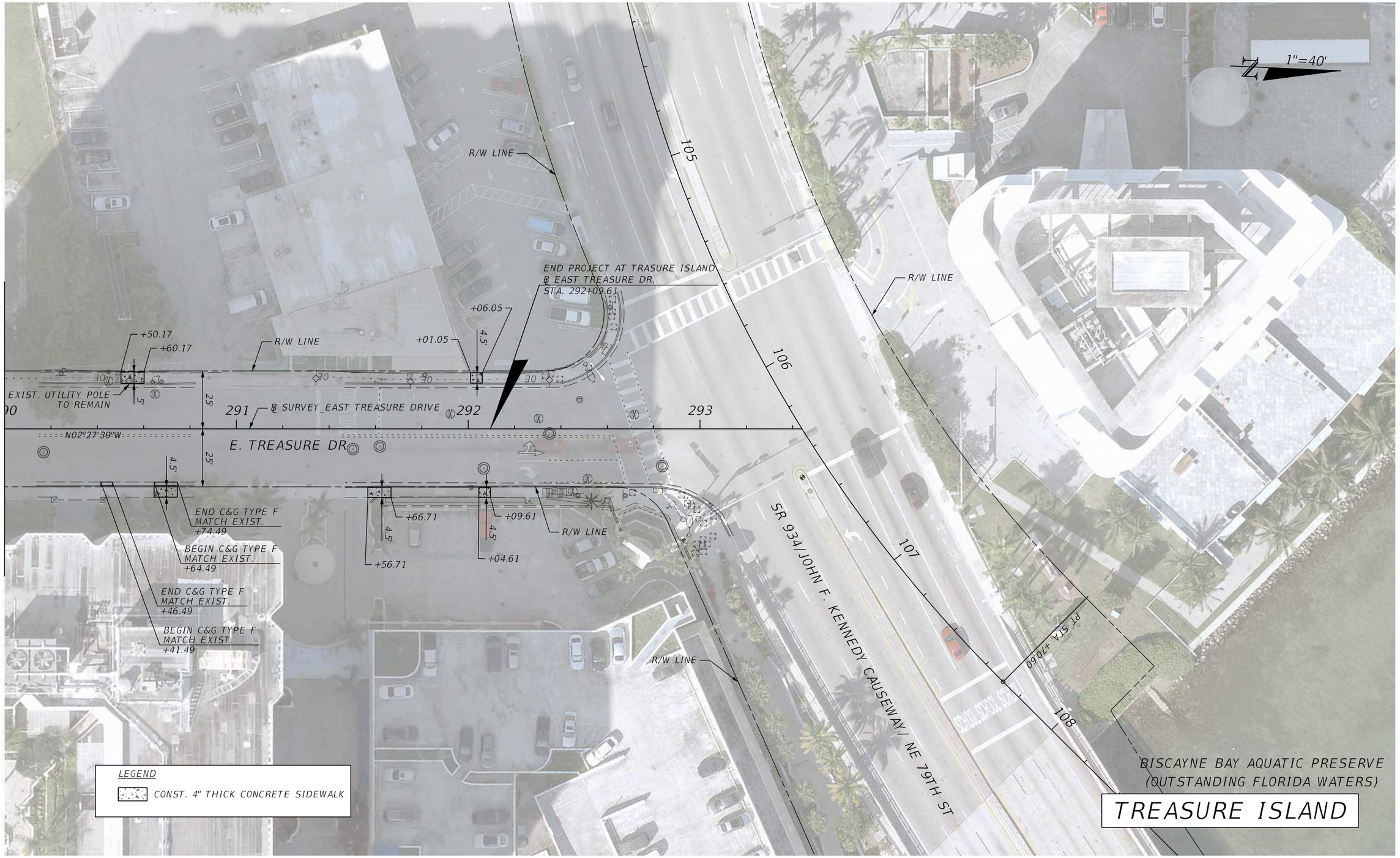

MATCH LINE STA. 290+00.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		35
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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0700 1500
RELOCATE EXIST. SIGN
STA. 09+92.42
53.95' LT

1"=40'

R/W LINE

10 11 12 WEST DR 13 ℄ SURVEY HARBOR ISLAND 14

S02°25'54"E

REMOVE SHEET

R/W LINE

BEGIN PROJECT AT HARBOR ISLAND
STA. 9+92.68

HARBOR ISLAND

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		36
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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Add back crosswalk improvements and sidewalk connection from the 100% September 2024 Plans only where there are existing crosswalks

BEGIN PROJECT AT HARBOR ISLAND
STA. XX+XX.XX

1"=40'

R/W LINE

℄ SURVEY HARBOR ISLAND

WEST DR

S02°25'54"E

19 20 21 22 23 24

PC STA. +80.00

6" YELLOW (TYP.)

PAUL VOGEL PARK

HARBOR ISLAND

Mid-block crosswalks will be widened to 10' to meet standards

Signs require ILA. These signs are not required per MUTCD and TEM; therefore they can be omitted from the plans.

Parking spaces to be removed w/in 20' of a crosswalk. The area will be striped and "No Parking" (R7-1) signs will be added.

Pedestrian Crossing signs will be provide at the crosswalks

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		37
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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Place back the crosswalk improvements from 100% September 2024

remove special emphasis markings

CURVE DATA C1
PI STA. = N/A
Δ = 180°00
D = 14°00'
T = 6.68E+
L = 1,284.
R = 409.00
PC STA. = 22+80.
PT STA. = 35+64.
e = N/A

W11-2
30"x30"
W16-7PL
24"x12"
0700 1111
STA. 30+19.65
22.96' RT

DURABLE YELLOW PAINT
+94.68
33.80' LT.
+20.71
18.76' LT
+99.38
12" WHITE (TYP.)
EAST DR
+93.94
EXIST. STRIPING
TO BE REMOVED (TYP.)
24" WHITE PREFORMED (TYP.)
+00.38
10'
R/W LINE
DURABLE YELLOW PAINT
CONVERT PARKING SP
TO MOTORCYCLE PARKING SP
EXIST.
TO BE REMOV

W11-2
30"x30"
W16-7PL
24"x12"
0700 1111
STA. 29+83.84
27.15' RT

AHEAD

W11-2
30"x30"
W16-9P
24"x12"
0700 1111
STA. 29+63.34
55.20' RT.

SR 934/JOHN F. KENNEDY CAUSEWAY/ NE 79TH ST

EXISTING TO REMAIN
STOP
ALL WAY
DO NOT ENTER
R/W LINE
VEY HARBOR ISLAND
29
30
27
31
32
EAST DR
+93.94
+04.25
+13.69
+23.13
+33.15
4.5'
6" YELLOW (TYP.)
R-25
OE
R/W LINE

R7-1
12"x18"
0700 1111
STA. 30+53.65
22.53' LT
NO PARKING ANY TIME

MATCH LINE STA. 32+40.00

NO OUTLET
EXISTING TO REMAIN
STOP
EXISTING TO REMAIN
ALL WAY
EXISTING TO REMAIN

LARRY PASKOW WAY/
HARBOR ISLAND DR

STOP
ALL WAY
EXISTING TO REMAIN

SPEED LIMIT 25
ALL ISLAND STREETS
EXISTING TO REMAIN

MOTORCYCLE PARKING ONLY

CUSTOMIZED
12"x18"
0700 1111
STA. 31+17.70
34.22' RT

CONVERT PARKING SPACES (4)
TO MOTORCYCLE PARKING SPACES (6)
EXIST. STRIPING
TO BE REMOVED (TYP.)

HARBOR ISLAND

1" = 40'

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		38
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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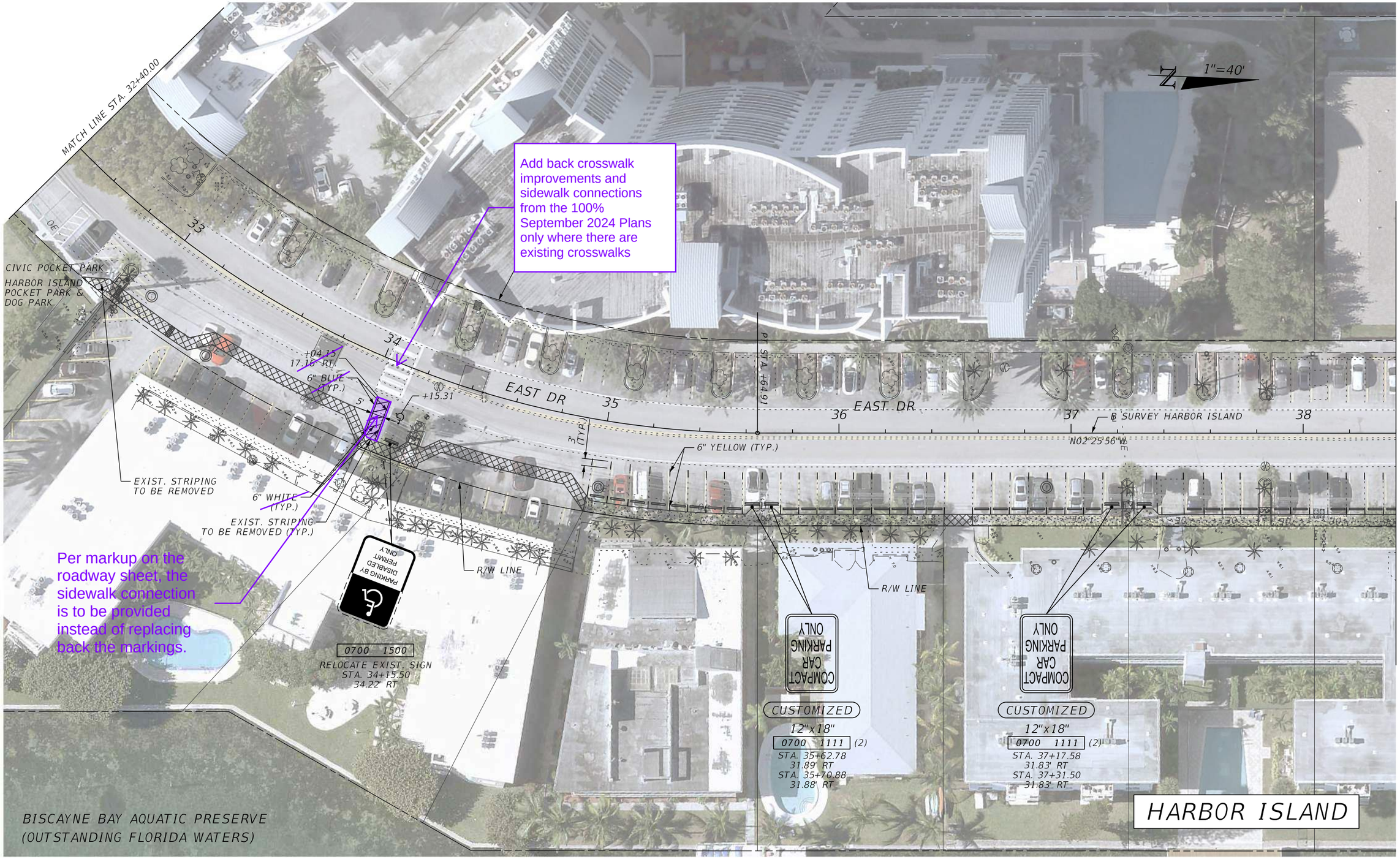

Add back crosswalk improvements and sidewalk connections from the 100% September 2024 Plans only where there are existing crosswalks

Per markup on the roadway sheet, the sidewalk connection is to be provided instead of replacing back the markings.

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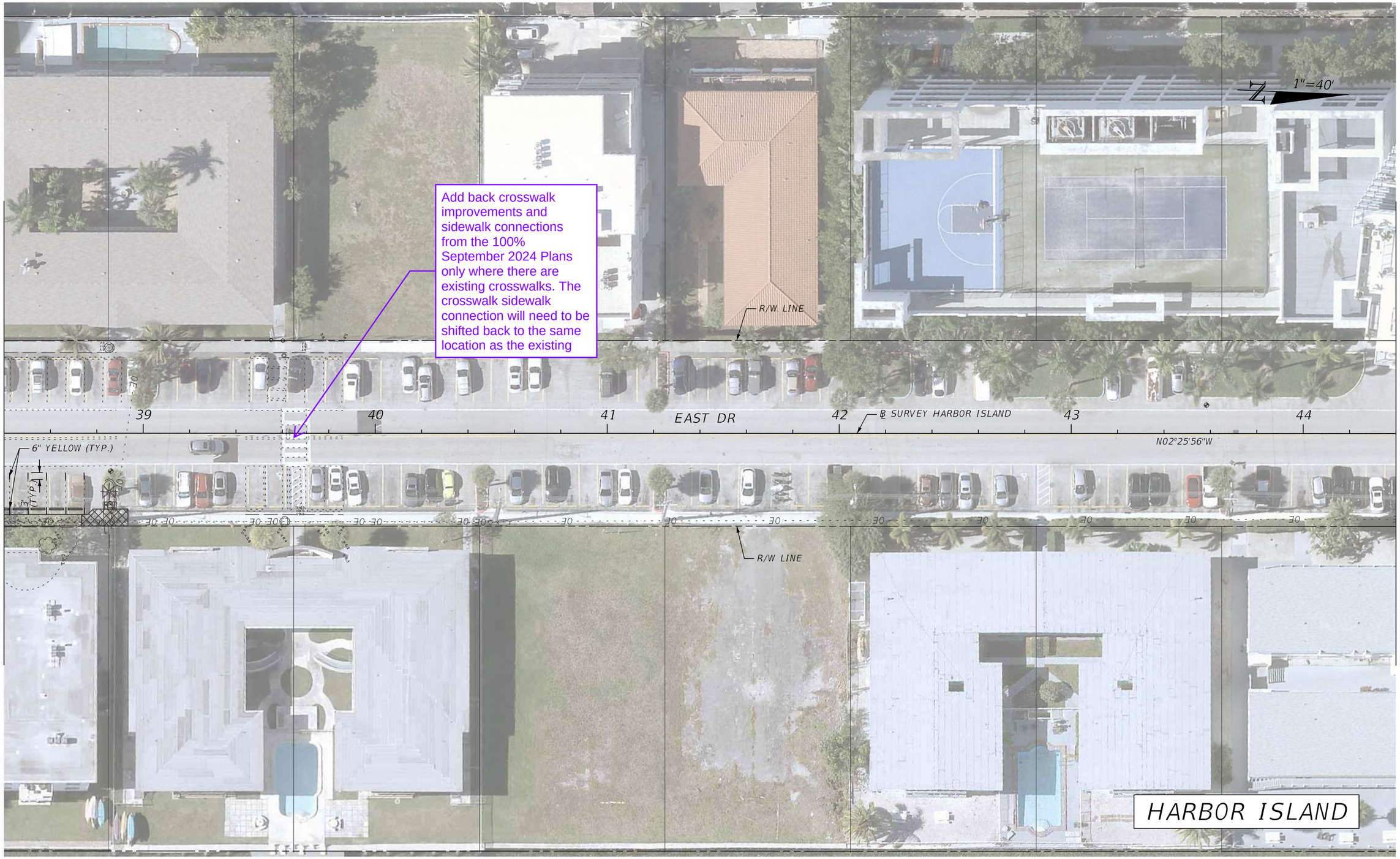
REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		39
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		



REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		40
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

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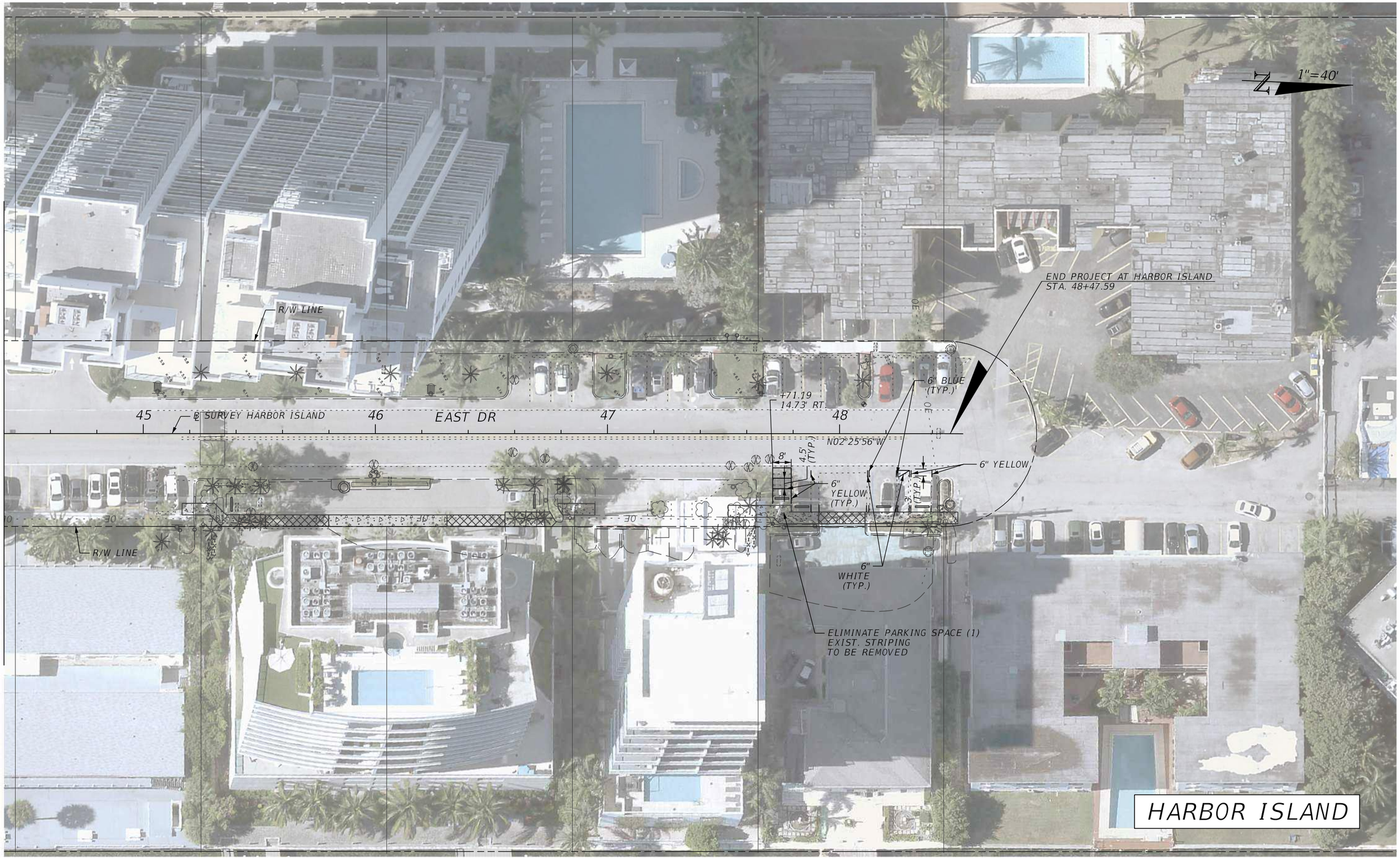

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		41

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THE FOLLOWING SHEETS ARE S&PM EXCERPTS FROM 100% PLANS DATED SEPTEMBER 2024

NO SIGNING AND PAVEMENT MARKING IMPROVEMENTS ON THIS SHEET

1"=40'

R/W LINE

℄ SURVEY_JFK CAUSEWAY

79

BEGIN PROJECT AT TREASURE ISLAND
STA. 189+12.69

BEGIN PROJECT AT JFK CSWY
STA. 79+84.51

R/W LINE

MATCH LINE STA. 186+68.01

℄ SURVEY_ADVENTURE AVENUE

OE

187 188 189 190

N02°27'39"W

POT STA. +00.00

80

ADVENTURE AVE

OE OE OE OE OE

R/W LINE

SR 934/JOHN F. KENNEDY CAUSEWAY/ NE 79TH ST

N87°52'38"E

END PROJECT AT JFK CSWY
STA. 80+15.86

R/W LINE

81

R/W LINE

8

TREASURE ISLAND & JFK CAUSEWAY

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		43
					N/A	MIAMI-DADE	TF24-02		

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Match the aerial transparency to look like the Harbor Island sheets

- Identify all existing traffic control signs including Street Name signs

-Revise plans to bring back pavement markings at Treasure Island

-Analyze areas where crosswalk locations do not meet clear sight distance and prepare a DV for clear sight distance.

-Analyze areas where parking spaces are within 20' distance from a crosswalks or 30' from stop bar and provide "No Parking" (R1-7) signs and striped markings to indicate no parking is allowed

-Provide special emphasis markings on all mid-block crosswalks

- Eliminate parking within 30 feet of a stop bar or 20 feet of a crosswalk to comply with F.S. 316.1945. Reinforce no parking area with No Parking (R7-1) signs

Remove pavers, replace with pavt. asphalt, and provide Pattern Pavement shape (show in Roadway Plan sheets)

Widen to 10' and provide special emphasis markings

- Provide Pedestrian Crossing (W11-2) warning sign with a diagonal downward-pointing arrow (W16-7P) plaque at the uncontrolled crosswalk locations

provide chevron to indicate no parking allowed (all parking spaced near crosswalks to be analyzed)

MATCH LINE STA. 186+68.01

MATCH LINE STA. 167+25.40

MATCH LINE STA. 183+00.00

MATCH LINE STA. 104+00.00

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		44
					N/A	MIAMI-DADE	TF24-02		

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amorgado 9/27/2024 9:11:11 AM

- Eliminate parking within 30 feet of a stop bar or 20 feet of a crosswalk to comply with F.S. 316.1945. Reinforce no parking area with No Parking (R7-1) signs

provide 10' with special emphasis at mid-block crosswalks

Remove pavers, replace with pavt. asphalt, and provide Pattern Pavement shape (show in Roadway Plan sheets)

- Provide Pedestrian Crossing (W11-2) warning sign with a diagonal downward-pointing arrow (W16-7P) plaque at the uncontrolled crosswalk locations

Provide Pattern Pavement shape (show in Roadway Plan sheets)

0700 1500

RELOCATE EXIST. SIG
STA. 105+36.67
34.10' LT

DURABLE YELLOW PAINT

DURABLE YELLOW PAINT

20'-0"

+04.53

R/W LINE

6'

12" WHITE (TYP.)

RE DRIVE

106

108

109

1

+05.71

+05.83

6'

12" WHITE (TYP.)

N87°51'01"E

12" WHITE (TYP.)

+49.45

12" WHITE (TYP.)

10'

7'

OE

+19.59

10'

+03.75

+85.41

R/W LINE

EXIST. STRIPING TO BE REMOVED

20'-0"

24" WHITE

EXIST. STRIPING TO BE REMOVED

24" WHITE

+76.28
43.94' RT.

+54.30
46.16' RT.

R/W LINE

204

N02°27'39"W

219

N02°27'39"W

R/W LINE

℄ SURVEY_BOUNTY AVENUE

BOUNTY AVE

℄ SURVEY_BUCCANEER AVENUE

BUCCANEER AVE

R/W LINE

R/W LINE

R/W LINE

TREASURE ISLAND

MATCH LINE STA. 104+00.00

MATCH LINE STA. 110+00.00

MATCH LINE STA. 203+00.00

MATCH LINE STA. 218+00.00

1"=40'

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		45
					N/A	MIAMI-DADE	TF24-02		

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amorgado 9/26/2024 10:42:38 AM

MATCH LINE STA. 110+00.00

MATCH LINE STA. 116+00.00

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

1"=40'

N

R/W LINE

18" YELLOW (TYP.)

+12.79

24" WHITE

+91.66
53.55' LT.

+67.77
31.28' LT.

N02°27'39"W

6" DOUBLE YELLOW
WITH Y/Y RPMs (TYP.)

12" WHITE (TYP.)

+69.56
32.57' LT.

+80.49
24.48' LT.

12'

+12.70

R 6'

10'

20'-0"

12" WHITE (TYP.)

12" WHITE (TYP.)

6'

+65.50

+65.60

+65.45

24" WHITE

EXIST. STRIPING
TO BE REMOVED

℄ SURVEY_NORTH TREASURE DRIVE

110

111

112

113

114

115

N87°51'01"E

N. TREASURE DR

12" WHITE (TYP.)

12" WHITE (TYP.)

+64.66

+63.36

24" WHITE

+65.7

30'-0"

+88.70

EXIST. STRIPING
TO BE REMOVED

6" DOUBLE YELLOW
WITH Y/Y RPMs (TYP.)

Provide Pattern
Pavement shape (show in
Roadway Plan sheets)

OE

+14.37

20'-0"

19'

+50.89

24" WHITE

+32.31
47.04' RT.

EXIST. STRIPING
TO BE REMOVED

234

N02°27'39"W

CUTLASS AVE

℄ SURVEY_CUTLASS AVENUE

233

249

℄ SURVEY_HISPANOLA AVENUE

248

HISPANOLA AVE

+20.32
48.55' RT.

+20.36
56.55' RT.

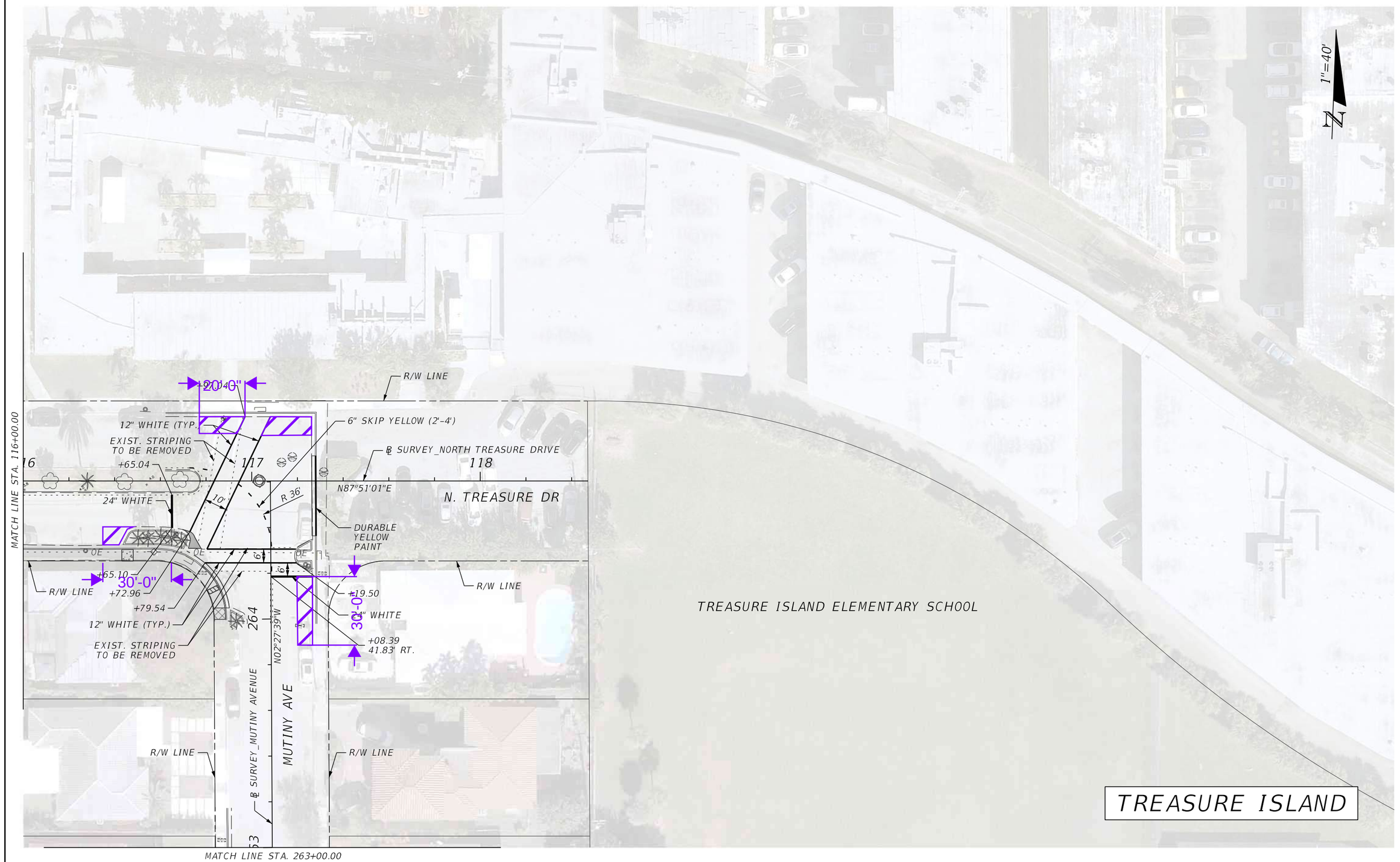
TREASURE ISLAND

MATCH LINE STA. 233+00.00

MATCH LINE STA. 248+00.00

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		46
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP10-13.dgn : BL SURVEY_NORTH TREASURE DRIVE - PLAN 12 [SHEET]
amorgado 9/26/2024 10:42:40 AM



REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		47
					N/A	MIAMI-DADE	TF24-02		

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amorgado 9/26/2024 10:42:42 AM

NO SIGNING AND PAVEMENT MARKING IMPROVEMENTS ON THIS SHEET

1"=40'

MATCH LINE STA. 162+25.40

MATCH LINE STA. 167+25.40

R/W LINE

162 163 164 165 ℄ SURVEY_WEST TREASURE DRIVE 166 167

N02°27'39"W

W. TREASURE DR

R/W LINE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		48
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP14.dgn : BL SURVEY_WEST TREASURE DRIVE - PLAN 14 [SHEET]
amorgado 9/26/2024 10:42:44 AM

NO SIGNING AND PAVEMENT MARKING IMPROVEMENTS ON THIS SHEET

1"=40'

MATCH LINE STA. 177+00.00

R/W LINE

℄ SURVEY_ADVENTURE AVENUE

177 178 179 180 181 182 183

N02°27'39"W

ADVENTURE AVE

R/W LINE

MATCH LINE STA. 183+00.00

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TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		49
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP15.dgn : BL SURVEY_ADVENTURE AVENUE - PLAN 15 [SHEET]
amorgado 9/26/2024 10:42:46 AM

NO SIGNING AND PAVEMENT MARKING IMPROVEMENTS ON THIS SHEET

1"=40'

R/W LINE

℄ SURVEY_BOUNTY AVENUE

197 198 199 200 201 202 203

N02°27'39"W

BOUNTY AVE

R/W LINE

MATCH LINE STA. 197+00.00

MATCH LINE STA. 203+00.00

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TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		50
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP16.dgn : BL SURVEY_BOUNTY AVENUE - PLAN 16 [SHEET]
amorgado 9/26/2024 10:42:47 AM

NO SIGNING AND PAVEMENT MARKING IMPROVEMENTS ON THIS SHEET

1"=40'

MATCH LINE STA. 212+00.00

R/W LINE

℄ SURVEY_BUCCANEER AVENUE

212 213 214 215 216 217 2

N02°27'39"W

BUCCANEER AVE

R/W LINE

MATCH LINE STA. 218+00.00

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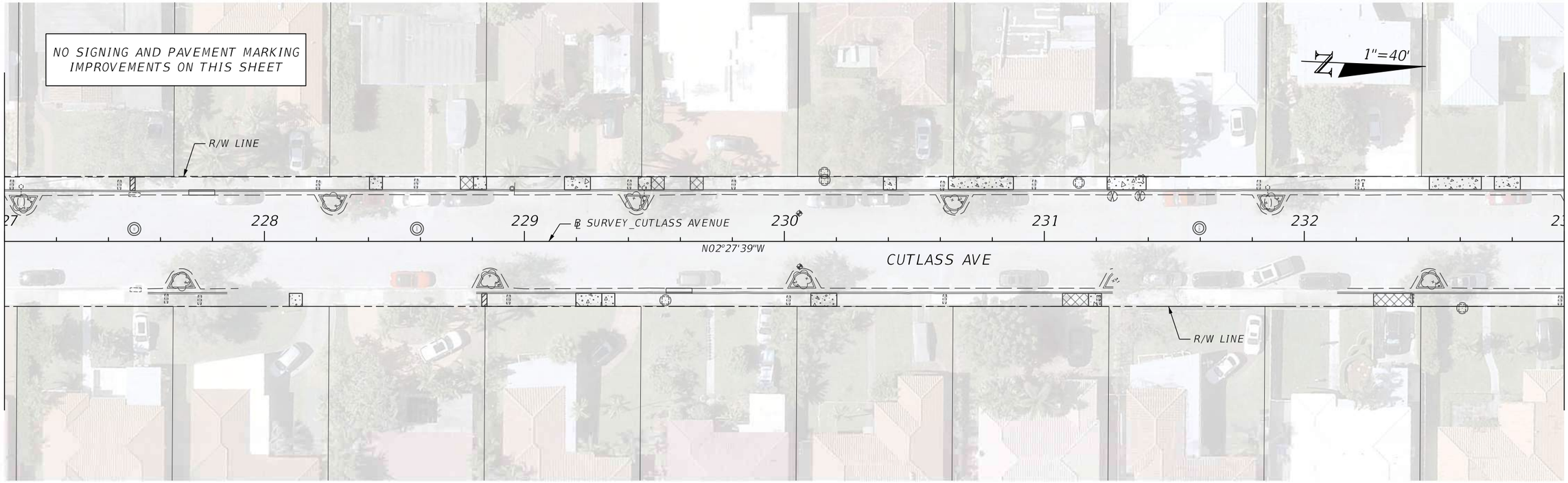
TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		51
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP17.dgn : BL SURVEY_BUCCANEER AVENUE - PLAN 17 [SHEET]
amorgado 9/26/2024 10:42:50 AM

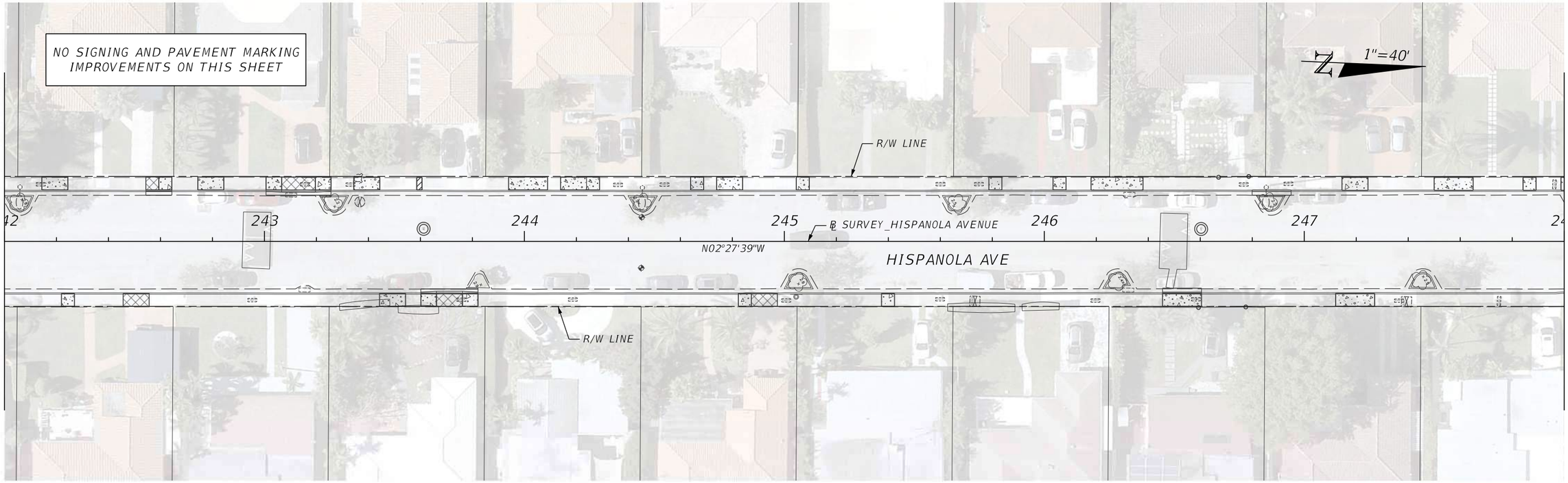


TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		52
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP18.dgn : BL SURVEY_CUTLASS AVENUE - PLAN 18 [SHEET]
amorgado 9/26/2024 10:42:51 AM

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

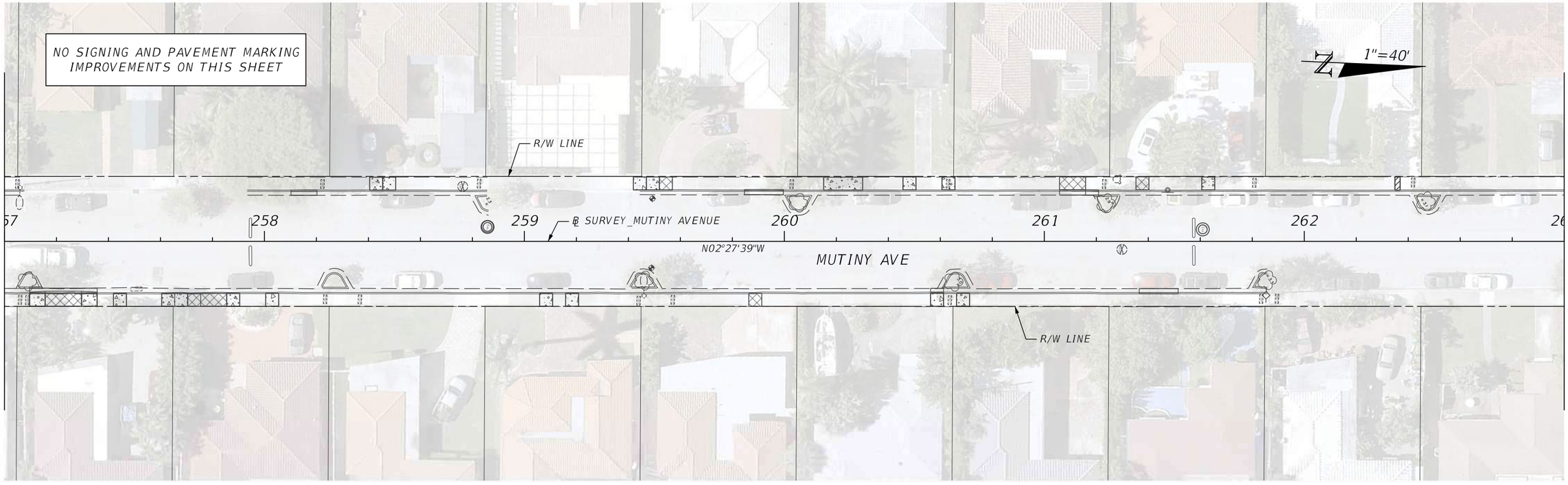


TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		53
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP19.dgn : BL SURVEY_HISPANOLA AVENUE - PLAN 19 [SHEET]
amorgado 9/26/2024 10:42:53 AM

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		54
					N/A	MIAMI-DADE	TF24-02		

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L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP20.dgn : BL SURVEY_MUTINY AVENUE - PLAN 20 [SHEET]
amorgado 9/26/2024 10:42:55 AM

MATCH LINE STA. 162+25.40

MATCH LINE STA. 177+00.00

BISCAYNE BAY
(OUTSTANDING FLORIDA WATER)

W. TREASURE DR

℄ SURVEY_WEST TREASURE DRIVE

℄ SURVEY_ADVENTURE AVENUE

ADVENTURE AVE

℄ SURVEY_SOUTH TREASURE DRIVE

S. TREASURE DR

N02°27'39"W

N87°50'53"E

R/W LINE

CURVE DATA C2
PI STA. = 125+74.60
Δ = 89°41'28" (LT)
D = 76°23'40"
T = 74.60
L = 117.41
R = 75.00
PC STA. = 125+00.00
PT STA. = 126+17.41
e = N/A

PT STA. 126+17.41

PI STA. 125+74.60

160 161 125 126 127 128 175 176

30'-0"

24" WHITE

+16.81

+30.39
49.93' LT.

12" WHITE (TYP.)

20'-0"

+44.21

+56.32

10'

12" WHITE (TYP.)

+58.13

24" WHITE

+82.04
0.00' RT.

STOP
(ALL WAY)

0700 1500
RELOCATE EXIST. SIGN
STA. 127+89.95
20.65' RT

1"=40'

show continuation of marking on next sheet

Include 6" double yellow with RPMs and 6" white edge lines along curve

Provide Pattern Pavement shape (show in Roadway Plan sheets)

TREASURE ISLAND

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		55
					N/A	MIAMI-DADE	TF24-02		

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amorgado 9/26/2024 10:43:01 AM

MATCH LINE STA. 197+00.00

MATCH LINE STA. 212+00.00

R/W LINE

℄ SURVEY_BOUNTY AVENUE

BOUNTY AVE

N02°27'39"W

196

provide stop bar

Remove pavers, replace with pavt. asphalt, and provide Pattern Pavement shape (show in Roadway Plan sheets)

+45.60

R/W LINE

℄ SURVEY_BUCCANEER AVENUE

BUCCANEER AVE

211

24" WHITE

30'-0"

+96.68
34.25' LT.

12" WHITE (TYP.)

+69.17

+31.27

9'

1"=40'

MATCH LINE STA. 129+00.00

129

130

℄ SURVEY_SOUTH TREASURE DRIVE

131

N87°50'53"E

195

132

133

134

210

S. TREASURE DR

12" WHITE (TYP.)

+46.28

R/W LINE

Provide 10' wide midblock crosswalks. Include special emphasis markings. Provide Pedestrian Crossing warning signs

TREASURE ISLAND

MATCH LINE STA. 135+00.00

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		56
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP21-26.dgn : BL SURVEY_SOUTH TREASURE DRIVE - PLAN 22 [SHEET]
amorgado 9/26/2024 10:43:04 AM

MATCH LINE STA. 227+00.00

MATCH LINE STA. 242+00.00

1"=40'

CUTLASS AVE

HISPANOLA AVE

℄ SURVEY_CUTLASS AVENUE

℄ SURVEY_HISPANOLA AVENUE

N02°27'39"W

R/W LINE

226

241

24" WHITE

30'-0"

+74.67
36.12' LT.

+52.76

12" WHITE (TYP.)

+96.24

20'-0"

+62.63
42.94' LT.

+45.87

+84.76

+25.40
0.00' LT.

10'

6'

Remove pavers, replace with pavt. asphalt, and provide Pattern Pavement shape (show in Roadway Plan sheets)

MATCH LINE STA. 135+00.00

135

136

137

138

139

140

225

240

℄ SURVEY_SOUTH TREASURE DRIVE

S. TREASURE DR

N87°50'53"E

12" WHITE (TYP.)

+46.24

EXIST. STRIPING TO BE REMOVED

+43.08

OE

Provide 10' wide midblock crosswalks. Include special emphasis markings. Provide Pedestrian Crossing warning signs

marking to be stopped here b/c there's an existing driveway adjacent

Provide Pattern Pavement shape (show in Roadway Plan sheets)

MATCH LINE STA. 141+00.00

TREASURE ISLAND

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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		57
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP21-26.dgn : BL SURVEY_SOUTH TREASURE DRIVE - PLAN 23 [SHEET]
amorgado 9/26/2024 10:43:06 AM

MATCH LINE STA. 257+00.00

MATCH LINE STA. 272+00.00

MATCH LINE STA. 141+00.00

MATCH LINE STA. 147+00.00

MUTINY AVE

JEWEL AVE

S. TREASURE DR

R/W LINE

℄ SURVEY_MUTINY AVENUE

℄ SURVEY_JEWEL AVENUE

℄ SURVEY_SOUTH TREASURE DRIVE

N02°27'39"W

N87°50'53"E

256

271

255

270

141

142

143

144

145

146

Provide Pattern Pavement shape (show in Roadway Plan sheets)

Relocate exist. speed sign to accomodate the ped. crossing warning sign

Provide 10' wide midblock crosswalks. Include special emphasis markings. Provide Pedestrian Crossing warning signs

RELOCATE

24" WHITE

30'-0"

20'-0"

10'

+33.15
18.92' LT.

+50.78
34.84' LT.

+80.42

12" WHITE (TYP.)

+32.92

+82.81

+90.94

+40.12

+17.72
47.84' LT.

EXIST. STRIPING TO BE REMOVED

EXIST. CROSSWALK MARKINGS TO BE REMOVED

11'

AHEAD

W16-9P
24"x12"
0700 3101
F&I SIGN PANEL

0700 1500
RELOCATE EXIST. SIGN
STA. 270+89.40
21.20' RT

0700 1600
REMOVE EXIST. SIGN

1"=40'

N

TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		58
					N/A	MIAMI-DADE	TF24-02		

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amorgado 9/26/2024 10:43:08 AM



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REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		59
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP21-26.dgn : BL SURVEY_SOUTH TREASURE DRIVE - PLAN 25 [SHEET]
amorgado 9/26/2024 10:43:10 AM

marking to be stopped here b/c there's an existing driveway adjacent

MATCH LINE STA. 282+00.00

MATCH LINE STA. 153+00.00

E. TREASURE DR

℄ SURVEY_EAST TREASURE DRIVE

℄ SURVEY_SOUTH TREASURE DRIVE

S. TREASURE DR

281

280

154

N02°27'39"W

N87°50'53"E

DURABLE YELLOW PAINT

R/W LINE

12" WHITE (TYP.)

24" WHITE

+63.11

45.11' LT

+37.81

30'-0"

10'

+89.67

+12.67

6'

+25.60

0.00' RT.

+14.48

20'-0"

OE

BISCAYNE BAY
(OUTSTANDING FLORIDA WATER)

1"=40'

TREASURE ISLAND

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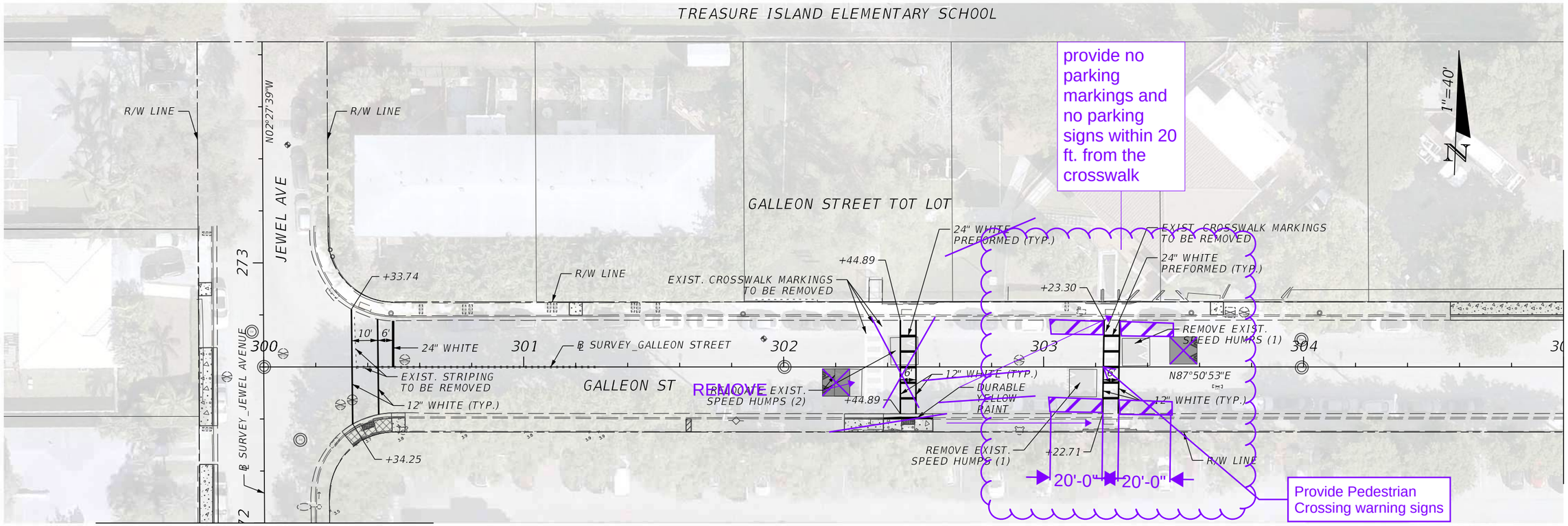
REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		60
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP21-26.dgn : BL SURVEY_SOUTH TREASURE DRIVE - PLAN 26 [SHEET]
amorgado 9/26/2024 10:43:12 AM



TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		61
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP27-28.dgn : BL SURVEY_GALLEON STREET - PLAN 27 [SHEET]
amorgado 9/26/2024 10:43:15 AM

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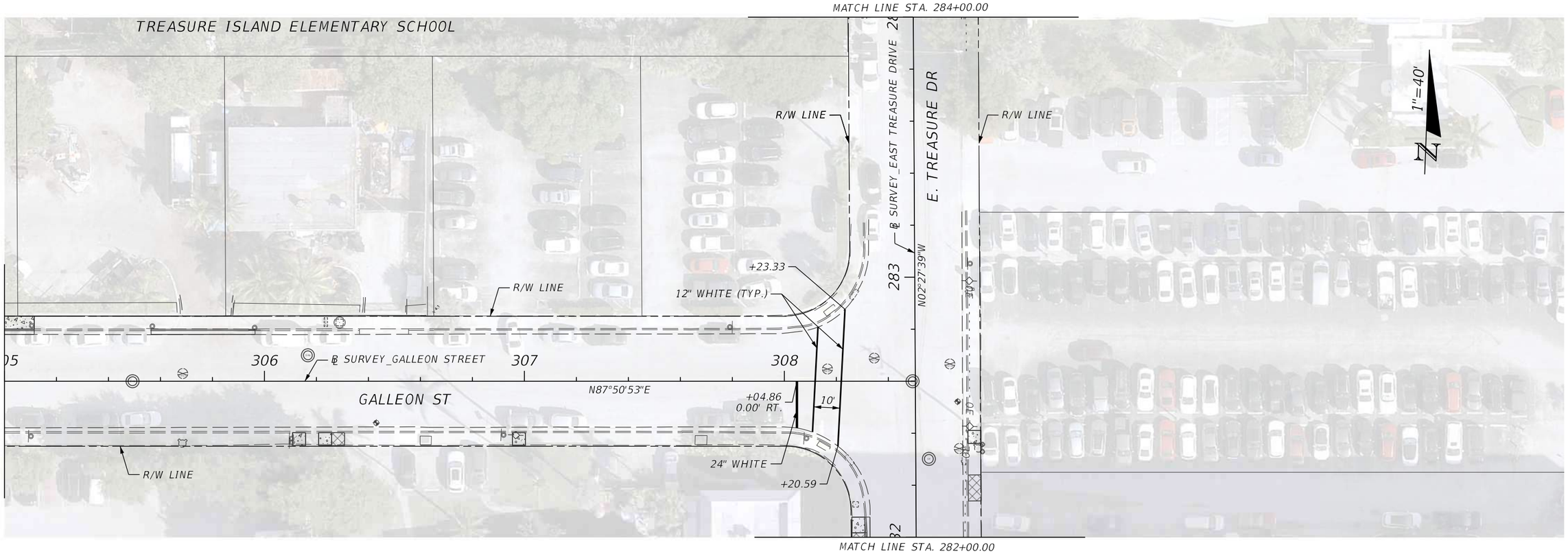

TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		62
					N/A	MIAMI-DADE	TF24-02		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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amorgado 9/26/2024 10:43:16 AM

TREASURE ISLAND ELEMENTARY SCHOOL

1"=40'

additional utilities to be adjusted

Include special emphasis markings.
Provide Pedestrian Crossing warning signs

add labels for pavement markings to be removed

MATCH LINE STA. 284+00.00

MATCH LINE STA. 290+00.00

E. TREASURE DR

N02°27'39"W

285

286

287

288

289

+72.29

12" WHITE (TYP.)

PI STA. 286+38.41

PRC STA. +74.92

PT STA. +32.21

R/W LINE

+22.53

+76.85

PC STA. +01.25

PI STA. 287+03.82

+22.03

DURABLE YELLOW PAINT

℄ SURVEY_EAST TREASURE DRIVE

CURVE DATA C3
PI STA. = 286+38.41
Δ = 18°45'35" (RT)
D = 25°27'53"
T = 37.17
L = 73.67
R = 225.00
PC STA. = 286+01.25
PT STA. = 286+74.92
e = N/A

CURVE DATA C4
PI STA. = 287+03.82
Δ = 18°45'35" (LT)
D = 32°44'26"
T = 28.91
L = 57.30
R = 175.00
PC STA. = 286+74.92
PT STA. = 287+32.21
e = N/A

TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		63
					N/A	MIAMI-DADE	TF24-02		

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L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP29-30.dgn : BL SURVEY_EAST TREASURE DRIVE - PLAN 29 [SHEET]
amorgado 9/26/2024 10:43:18 AM

NO SIGNING AND PAVEMENT MARKING IMPROVEMENTS ON THIS SHEET

1"=40'

R/W LINE

105

END PROJECT AT TRASURE ISLAND
℄ EAST TREASURE DR.
STA. 292+09.61

R/W LINE

106

R/W LINE

MATCH LINE ℄ SURVEY_EAST TREASURE DRIVE STA. 290+00.00

290

291

℄ SURVEY_EAST TREASURE DRIVE

292

293

N02°27'39"W

E. TREASURE DR

R/W LINE

R/W LINE

SR 934/JOHN F. KENNEDY CAUSEWAY/ NE 79TH ST

107

PT STA 270+60

108

BISCAYNE BAY
(OUTSTANDING FLORIDA WATER)

TREASURE ISLAND

REVISIONS				ENGINEER OF RECORD	NORTH BAY VILLAGE			S&PM PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DANIA S. CASTILLO LICENSE NUMBER: 86855 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, SUITE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	PROJECT NO.		64
					N/A	MIAMI-DADE	TF24-02		

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\SigningAndMarking\PLANSP29-30.dgn : BL SURVEY_EAST TREASURE DRIVE - PLAN 30 [SHEET]
amorgado 9/26/2024 10:43:20 AM

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

TTCP NOTES

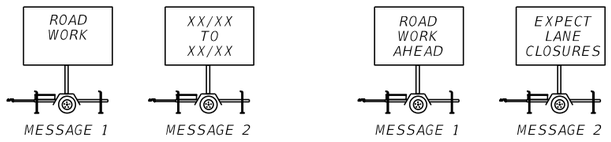
1. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY MUST BE IN ACCORDANCE WITH THE MIAMI-DADE COUNTY PUBLIC WORKS MANUAL AS IT PERTAINS TO MAINTENANCE OF TRAFFIC, THE CURRENT EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS (INDEX 102-600 SERIES), THE STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), AND THE AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS FOR SIDEWALK DETOURS AS MINIMUM CRITERIA.
2. THE CONTRACTOR SHALL DEVELOP MAINTENANCE OF TRAFFIC PLANS IN ACCORDANCE WITH THE PROJECT PLANS, THE FDOT DESIGN STANDARDS, THE FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, THE MUTCD, AND ADA STANDARDS FOR SIDEWALK DETOURS AS MINIMUM CRITERIA, AND THE LATEST REVISIONS OF MANUALS MENTIONED ABOVE.
3. THE CONTRACTOR'S MAINTENANCE OF TRAFFIC CONTROL PLANS MUST BE SUBMITTED TO THE ENGINEER AND THE CITY OF NORTH BAY VILLAGE FOR REVIEW AND APPROVAL PRIOR TO START OF CONSTRUCTION. THE PLANS MUST BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.
4. THE CONTRACTOR SHALL PROVIDE THE CITY OF NORTH BAY VILLAGE AND ADJACENT PROPERTY OWNERS WRITTEN NOTICE 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
5. THE CONTRACTOR SHALL NOTIFY LAW ENFORCEMENT AND FIRE PROTECTION SERVICES TWENTY-FOUR (24) HOURS IN ADVANCE OF A DETOUR IN ACCORDANCE WITH SECTION 336.07 OF FLORIDA STATUTES.
6. THE EXISTING REGULATORY SPEED LIMIT OF 25 MPH IS TO BE MAINTAINED AT THE RESIDENTIAL AREAS AT HARBOR ISLAND AND TREASURE ISLAND. ADDITIONALLY, THE EXISTING REGULATORY SPEED LIMIT OF 30 MPH IS TO BE MAINTAINED FOR SR 934/JOHN F. KENNEDY CAUSEWAY.
7. NOTIFICATION OF LANE CLOSURES OR TEMPORARY DETOURS MUST BE ACCOMPLISHED 14 WORKING DAYS PRIOR TO CLOSURE OR DETOUR BY COORDINATING WITH DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS HIGHWAY DIVISION, AND MIAMI-DADE COUNTY TRAFFIC OPERATIONS. FDOT LANE CLOSURE REQUESTS ARE TO BE MADE BY SUBMITTING THE REQUIRED ELECTRONIC LANE CLOSURE FORM, SKETCHES, CALCULATIONS AND OTHER DATA THROUGH THE ENGINEER TO THE DISTRICT OPERATIONS OFFICE.
8. AT THE DISCRETION OF THE ENGINEER, IF A LANE CLOSURE CAUSES EXTENDED CONGESTION OR DELAY, THE CONTRACTOR SHALL BE DIRECTED TO REOPEN THE CLOSED LANE(S) UNTIL SUCH TIME THAT THE TRAFFIC FLOW HAS RETURNED TO AN ACCEPTABLE LEVEL.
9. LANE CLOSURE MUST OCCUR ONLY DURING NON-PEAK HOURS ON NON-EVENT DAYS/NIGHTS. NO INTERRUPTION TO TRAFFIC IS PERMITTED FROM MONDAY-FRIDAY 7 A.M. TO 9 A.M. AND 4 P.M. TO 6 P.M. OR ON WEEKENDS AND HOLIDAYS.
10. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJOINING PROPERTIES AT ALL TIMES AND SCHEDULE WORK TO EXPEDITE DRIVEWAY RECONSTRUCTION IN THE VICINITY OF ABUTTING PROPERTIES.
11. COORDINATION WITH THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS WILL BE REQUIRED. ADDITIONALLY, COORDINATION WITH MIAMI-DADE TRANSIT (MDT) WILL BE REQUIRED FOR ANY BUS STOP AND BUS ROUTES AFFECTED BY THE PROPOSED WORK ALONG JFK CAUSEWAY.
12. FOR MOT WORK ALONG A STATE ROAD (SR 934/JFK CAUSEWAY), THE CONTRACTOR SHALL COORDINATE WITH THE FDOT PERMIT OFFICE TO REQUEST FOR PLANNED LANE CLOSURES AND SUBMIT REQUESTS THROUGH FDOT'S LANE CLOSURE NOTIFICATION SYSTEM (LCNS) PRIOR TO START OF CONSTRUCTION ON A STATE ROAD SYSTEM (https://lcisv2.com/home).
13. AT THE END OF EACH WORK DAY OR WHENEVER THE WORK ZONE BECOMES INACTIVE, ANY DROP OFF GREATER THAN 6 INCHES ADJACENT TO THE PEDESTRIAN, BICYCLE, AND WHEEL CHAIR TRAVEL PATHS BE BACKFILLED FLUSH WITH SAID PATHS OR PROTECTED WITH TEMPORARY FENCE, CONCRETE BARRIER WALL OR APPROVED HANDRAIL. COST MUST BE INCLUDED IN THE PAY ITEM 102-1, MAINTENANCE OF TRAFFIC.

SIGNAL NOTES

1. THE MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW) TRAFFIC SIGNALS &SIGNS DIVISION CONTACT TELEPHONE NUMBER IS: (305) 592-3470.

PCMS MESSAGES

SR 934/ JOHN F. KENNEDY CAUSEWAY/ NE 79TH ST.



MESSAGE 1 | MESSAGE 2 | MESSAGE 1 | MESSAGE 2

PCMS 14 DAYS BEFORE LANE CLOSURE — PCMS DURING LANE CLOSURE

SIDEWALK CLOSURE NOTES

AT HARBOR ISLAND SIDEWALK & CROSSWALK IMPROVEMENTS

1. PLACE SIGNS AND OTHER TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH STANDARD PLANS INDEX 102-660.
2. REMOVE EXISTING PAVEMENT MARKINGS TO BE RESTRIPED.
3. PERFORM CLEARING & GRUBBING ONLY AT DESIGNATED AREAS WHERE NEW SIDEWALK AND PEDESTRIAN RAMPS ARE TO CONSTRCUTED AS SHOWN IN THE ROADWAY PLAN.
4. PERFORM SIDEWALK AND CURB CONSTRUCTION.
5. INSTALL SIGNS, CONCRETE BUMPER GUARDS, AND PLACE FINAL PAVEMENT MARKINGS.

INTERSECTION WORK DETAIL NOTES

AT TREASURE ISLAND CROSSWALK IMPROVEMENTS

1. PLACE SIGNS AND OTHER TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH STANDARD PLANS INDEX 102-604.
2. REMOVE EXISTING PAVEMENT MARKINGS TO BE RESTRIPED.
3. PERFORM REMOVAL OF EXISTING PAVERS ONLY AT DESIGNATED CROSSWALK AREAS SHOWN IN THE ROADWAY PLAN. PLACE PAVEMENT ASPHALT; MATCH ELEVATIONS AND CROSSLOPES WITH ADJACENT EXISTING PAVEMENT.
4. INSTALL FINAL PAVEMENT MARKINGS AT THE CROSSWALK INTERSECTIONS.

SIDEWALK CLOSURE DETAIL 1 NOTES

AT TREASURE ISLAND SIDEWALK IMPROVEMENTS

1. PLACE SIGNS AND OTHER TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH STANDARD PLANS INDEX 102-660.
2. REMOVE EXISTING SIDEWALK, CURB & GUTTER, AND/OR DRIVEWAY TO BE RECONSTRUCTED.
3. PERFORM CONSTRUCTION OF SIDEWALK, CURB & GUTTER, AND/OR DRIVEWAY.
4. INSTALL OR RELOCATE SIGNS AT DESIGNATED LOCATIONS SHOWN IN THE S&PM PLAN.

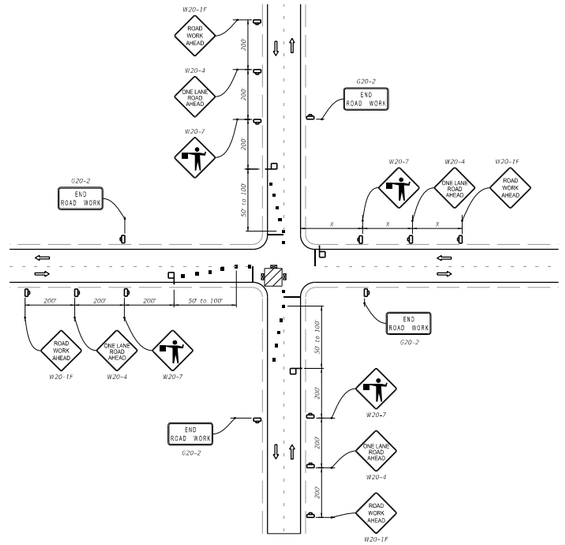
SIDEWALK CLOSURE DETAIL 2 NOTES

AT JFK CAUSEWAY SIDEWALK IMPROVEMENTS

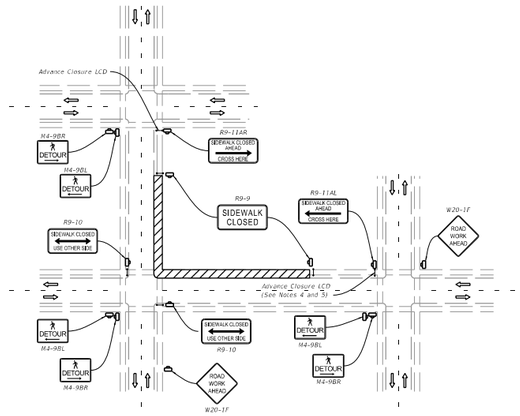
1. PLACE SIGNS AND OTHER TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH STANDARD PLANS INDEX 102-660 AND 102-661.
2. REMOVE EXISTING SIDEWALK, CURB & GUTTER, AND/OR DRIVEWAY TO BE RECONSTRUCTED.
3. PERFORM CONSTRUCTION OF SIDEWALK, CURB & GUTTER, AND/OR DRIVEWAY.

LEGEND:

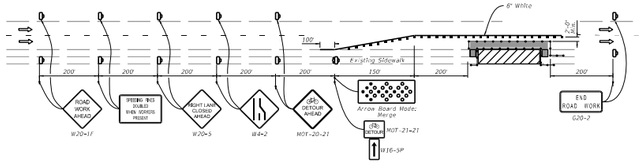
- Work Area
- Temporary Pedestrian Way
- Channelizing Device
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Type III Barricade
- Advance Warning Arrow Panel
- Flagger
- Stop Bar
- Lane Identification and Direction of Traffic



INTERSECTION WORK DETAIL
WORK IN INTERSECTION OF TWO-LANE ROADWAY



SIDEWALK CLOSURE DETAIL 1
PEDESTRIAN DETOUR



SIDEWALK CLOSURE DETAIL 2
PEDESTRIAN DIVERSION
(WORK ZONE SPEED 45 MPH OR LESS)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
DANIA S. CASTILLO
LICENSE NUMBER: 86855
EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE,
SUITE 410
MIAMI, FL 33126

NORTH BAY VILLAGE

ROAD NO.	COUNTY	PROJECT NO.
N/A	MIAMI-DADE	TF24-02

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 65

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

L:\Project\19Project\19075.HWO1-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Roadway\TCPLRD01.dgn : TTCP 1 [SHEET]
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THE PRIOR SHEETS ARE
S&PM EXCERPTS FROM
100% PLANS DATED SEPTEMBER 2024

LIGHTING NOTES

1. PERFORM AN INVENTORY OF THE EXISTING LIGHTING SYSTEM PRIOR TO BEGINNING OF CONSTRUCTION ACTIVITIES AND LIST ANY DAMAGED ITEMS TO THE ENGINEER AND CITY OF NORTH BAY VILLAGE.

2. ALL ELECTRICAL WORK AND EQUIPMENT SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE AND MANUFACTURES RECOMMENDATIONS WHEN APPLICABLE. COORDINATE WITH LOCAL AGENCY FOR ADDITIONAL LOCAL REQUIREMENTS. ADDITIONALLY, THE CONTRACTOR SHALL CONTACT THE MANUFACTURER FRM LIGHTING AND CONTROLS PRIOR TO REINSTALLATION OF THE LIGHT POLE FOR RECOMMENDATIONS ON INSTALLATION PROCEDURES. (FRM LIGHTING AND CONTROLS CONTACT NUMBER 786-522-4280).

3. NOTIFY THE MAINTAINING AGENCY PRIOR TO WORK BEGINNING AND ANY LIGHT POLE RELOCATION.

4. TWO FULL BUSINESS DAYS PRIOR TO DIGGING CALL SUNSHINE 811, TELEPHONE NUMBER 811, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. A REPRESENTATIVE MUST BE PRESENT DURING UTILITY COMPANY LOCATIONS OF THEIR FACILITIES.

5. INSTALLATION OF NEW PULLBOXES AND ALL ELECTRICAL WORK SHALL BE PERFORMED BY A QUALIFIED ENGINEER. ADJUST CONDUITS AND CABLES TO FIT THE NEW PULLBOX ELEVATION. COST INCLUDED IN PULLBOX PAY ITEM.

6. EXISTING CONDUIT RUNS LOCATIONS ARE APPROXIMATE. EXISTING CONDUIT SHALL BE ADJUSTED AS NEEDED TO ALLOW INTERCEPT OF ANY NEW CONDUIT TO THE PULLBOX. EXISTING CONDUIT SHALL BE ADJUSTED AROUND THE EXISTING UTILITIES SO NOT TO IMPACT ANY UTILITIES. ANY DEVIATION FROM THE PLANS SHALL BE RECORDED IN THE AS BUILT PLAN.

7. MAINTAIN MINIMUM REQUIRED CONDUIT BURY DEPTHS PER LATEST EDITION OF NATIONAL ELECTRICAL CODE WHERE CONFLICTS OCCUR WITH DRAINAGE OR OTHER UTILITIES PER THESE PLANS.

8. ALL CONDUIT TRENCHES SHALL BE BACK FILLED COMPLETELY TO PROVIDE SAFE AREA BY THE END OF THE EACH WORKDAY.

9. THE PLANS SHOW THE GENERAL ROUTE AND LOCATION OF THE EXISTING CONDUIT. FIELD LOCATE ALL ABOVEGROUND AND UNDERGROUND CONFLICTS IN ADVANCE OF THE PLACEMENT OF ANY FACILITIES.

10. WHEN INTERCEPTING CONDUIT, THE CONDUIT IS TO BE RUN DIRECTLY TO THE PULL BOX.

11. ANY DAMAGE TO THE EXISTING CONDUIT SHALL BE REPLACED AT NO EXTRA COST.

INSTALLATION NOTES

1. REMOVE EXISTING LIGHT POLE FROM EXISTING LOCATION CAREFULLY NOT TO DAMAGE THE LIGHT POLE. STORE THE EXISTING LIGHT POLE IN A SAFE LOCATION. CONTRACTOR SHOULD DOCUMENT THE EXISTING LIGHT POLE CONDITION.

2. REMOVE EXISITNG CONCRETE AND ANY REMAINING MATERIAL FROM THE EXISTING FOUNDATION.

3. CAREFULLY PLACE A PULLBOX NEXT TO THE NEW LIGHT POLE LOCATION AND RE DIRECT THE CONDUIT TO THE NEW PULLBOX, EXTEND THE EXISTING CONDUIT AS NEEDED TO THE NEW PULLBOX LOCATION. EXTEND CONDUCTORS AS NEEDED OR REPLACE AS NEEDED FROM THE EXISTING LIGHT POLE TO THE NEW PULLBOX.

4. REINSTALL RELOCATED LIGHT POLE TO THE NEW LOCATION AS SHOWN IN THE PLANS. INSTALL DEPTH AND INSTALL EXISTING POLE DIIRECT BURIED AS PER LATEST MANUFACTURE REQUIREMENTS.

5. INSTALL NEW CONDUIT FROM THE EXISTING LIGHT POLE TO THE NEW PULLBOX. INSTALL WIRING IN THE NEW LIGHT POLE AND CONNECT TO THE NEW PULLBOX.

6. CLEAN FIXTURE BEFORE RE INSTALLING CAREFULLY NOT TO DAMAGE.

REMOVE LIGHTING SHEETS

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LIGHTING NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	PATRICK MARCHANT, P.E. LICENSE NUMBER: 62968 EAC CONSULTING, INC. 5959 WATERFORD DISTRICT DRIVE, STE 410 MIAMI, FL 33126	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		L-1
					N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Lighting\GNNTLT01.dgn : GENERALNOTES
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ELECTRICAL ROOM ON EAST SIDE OF MODA BUILDING; 8000 WEST DRIVE, NORTH BAY VILLAGE, FL 33114. (REFER TO THE ELECTRICAL AS BUILT PLANS SHEET E-1.1)

EXIST. CONDUIT

EXIST. LIGHT POLE TO REMAIN

630 2 11	10 LF
635 2 11	1 EA
639 2 1	10 LF
715 68000	1 EA
715 500 1	1 EA

12"x12"x6" PULLBOX

EXIST. CONDUIT

EXIST. LIGHT POLE TO REMAIN

EXIST LIGHT POLE TO BE RELOCATED STA. 9+99.46 44.88' LT.

EXIST. LIGHT POLE TO REMAIN

MODA
NORTH BAY VILLAGE
APARTMENTS

0 10 40
Feet

10 11 12 13 14 1

S02°25'54"E

REMOVE LIGHTING SHEETS

LEGEND

EXIST. CONDUIT

EXIST. LIGHT POLE TO BE RELOCATED

EXIST. LIGHT POLE

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
PATRICK MARCHANT, P.E.
LICENSE NUMBER: 62968
EAC CONSULTING, INC.
5959 WATERFORD DISTRICT DRIVE, STE 410
MIAMI, FL 33126

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
N/A	MIAMI-DADE	445787-2-54-01 453606-1-58-01

LIGHTING PLAN

SHEET NO.
L-2

L:\Project\19Project\19075.HW01-19 NBV Sidewalk and ADA Improvements Phase III\CADD\Lighting\PLANLT01.dgn : PLANLT [SHEET]
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proposed sidewalk connection will be omitted from roadway plan. Tree disposition chart to be revised

1"=20'

EASEMENT

EXISTING SHRUBS TO BE REMOVED

R/W

R/W

TREE PROTECTION FENCING (TYP.)

R/W

WEST DR

BP: 10+00.00

R/W

R/W

LEGEND

EXISTING TREE TO REMAIN

EXISTING PALM TO REMAIN

EXISTING TREE TO BE REMOVED

EXISTING PALM TO BE REMOVED

EXISTING TREE TO BE TRANSPLANTED

EXISTING PALM TO BE REMOVED

NEW LOCATION OF TRANSPLANTED TREE/PALM

TREE PROTECTION FENCING (TYP.)

Landscape Plans to be revised to omit the new locations of trees no longer impacted and will now remain as exist.

REMOVE LANDSCAPE SHEETS

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CORP. ID#0000266

REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

NORTH BAY VILLAGE, FL 33141

Renumber sheets

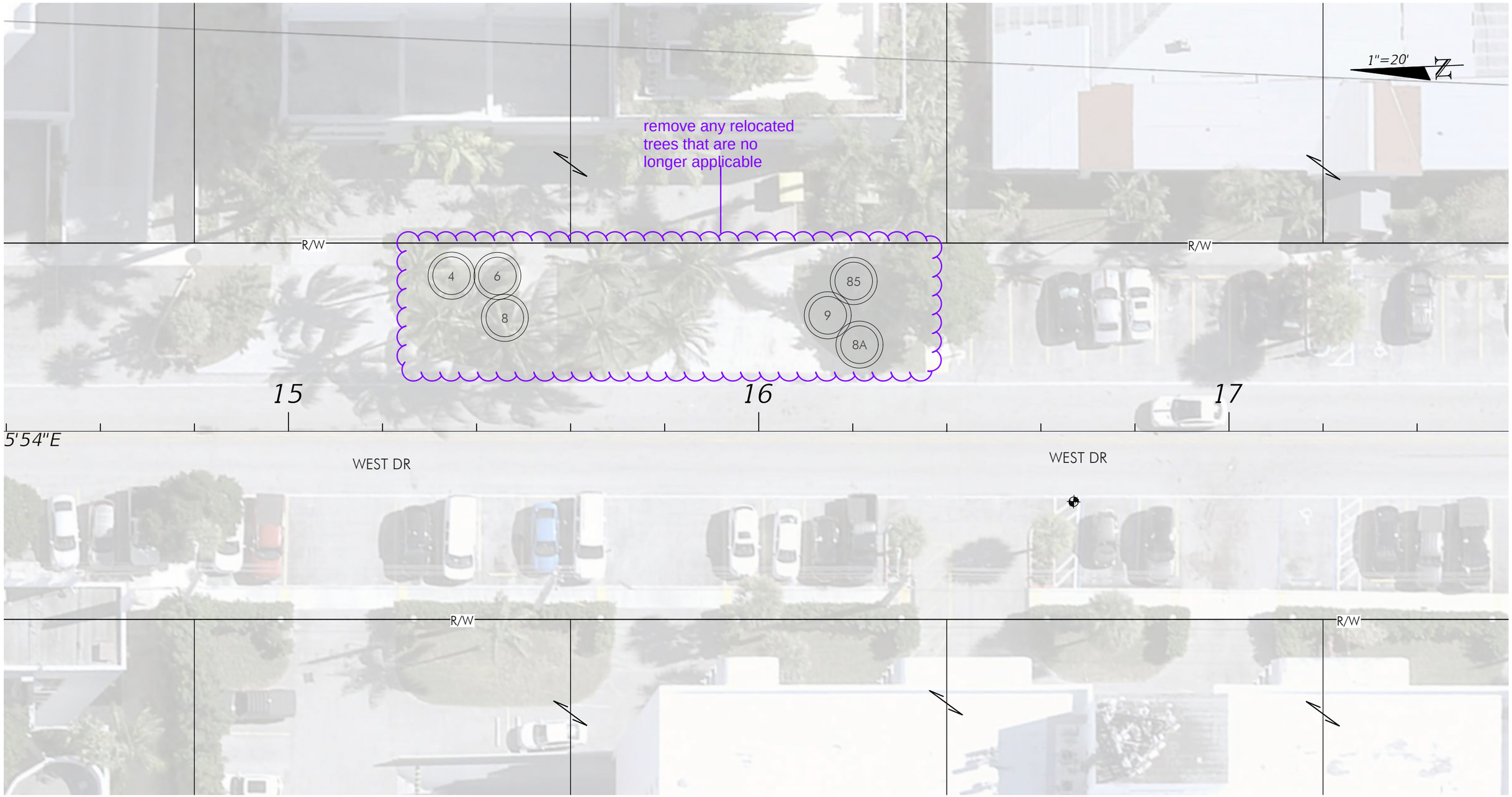
EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024

SCALE 1" = 20'

SHEET LA1-01

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



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REVISIONS

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NORTH BAY VILLAGE, FL 33141

Renumber sheets

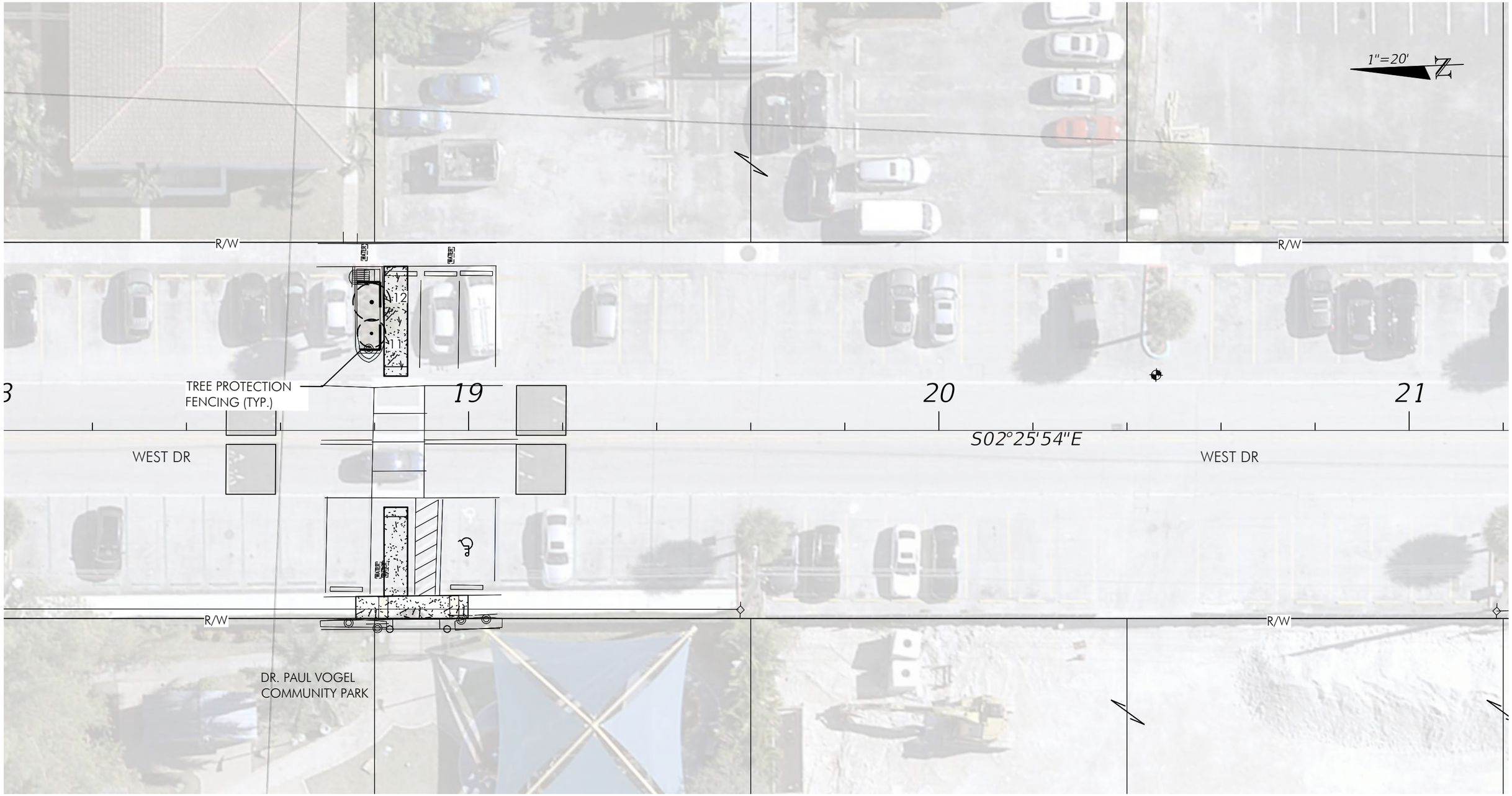
EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024

SCALE 1" = 20'

SHEET LA1-02

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



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REVISIONS

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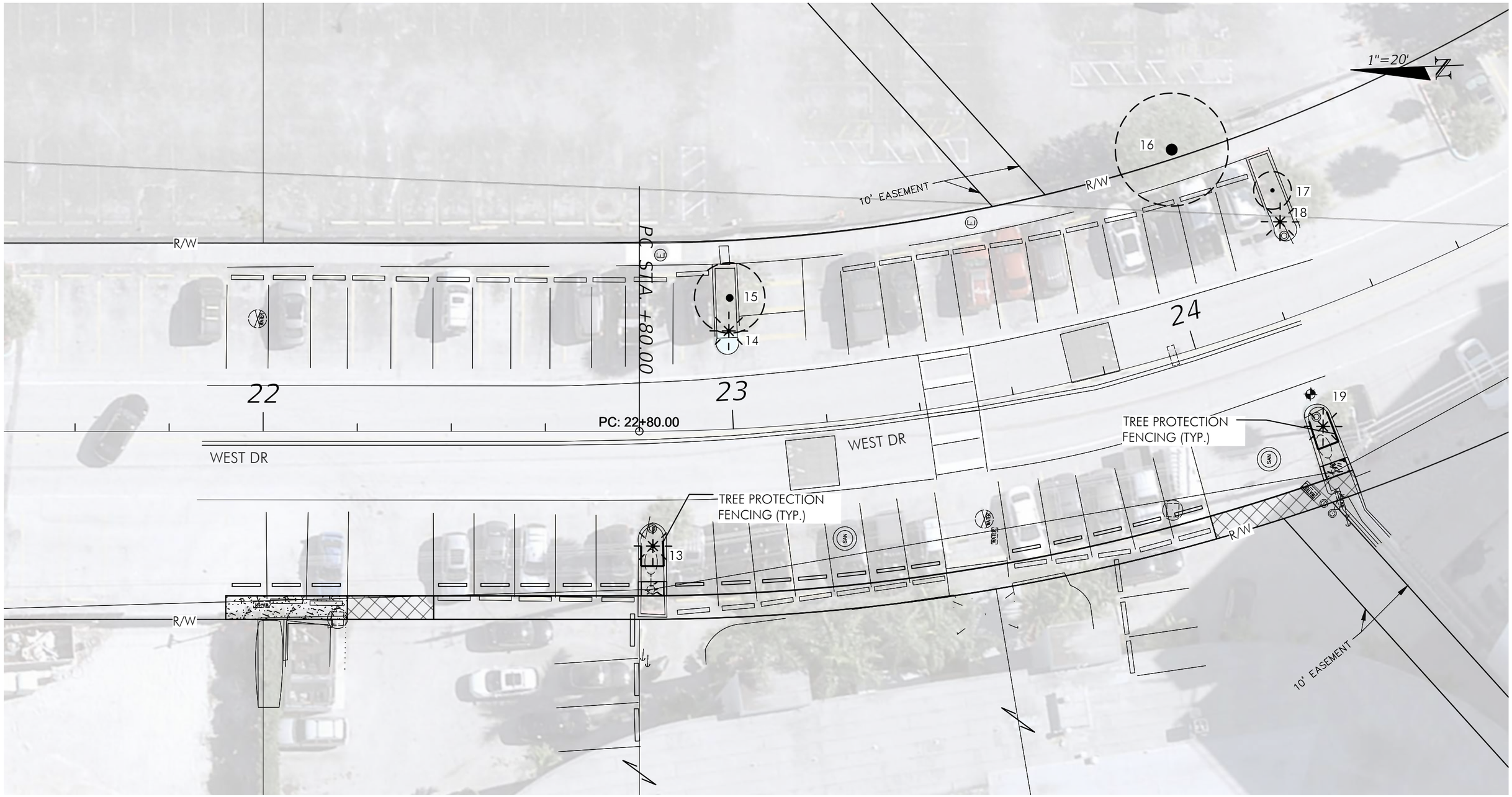
NORTH BAY VILLAGE, FL 33141

Renumber sheets

EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024
SCALE 1" = 20'
SHEET LA1-03

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



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REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

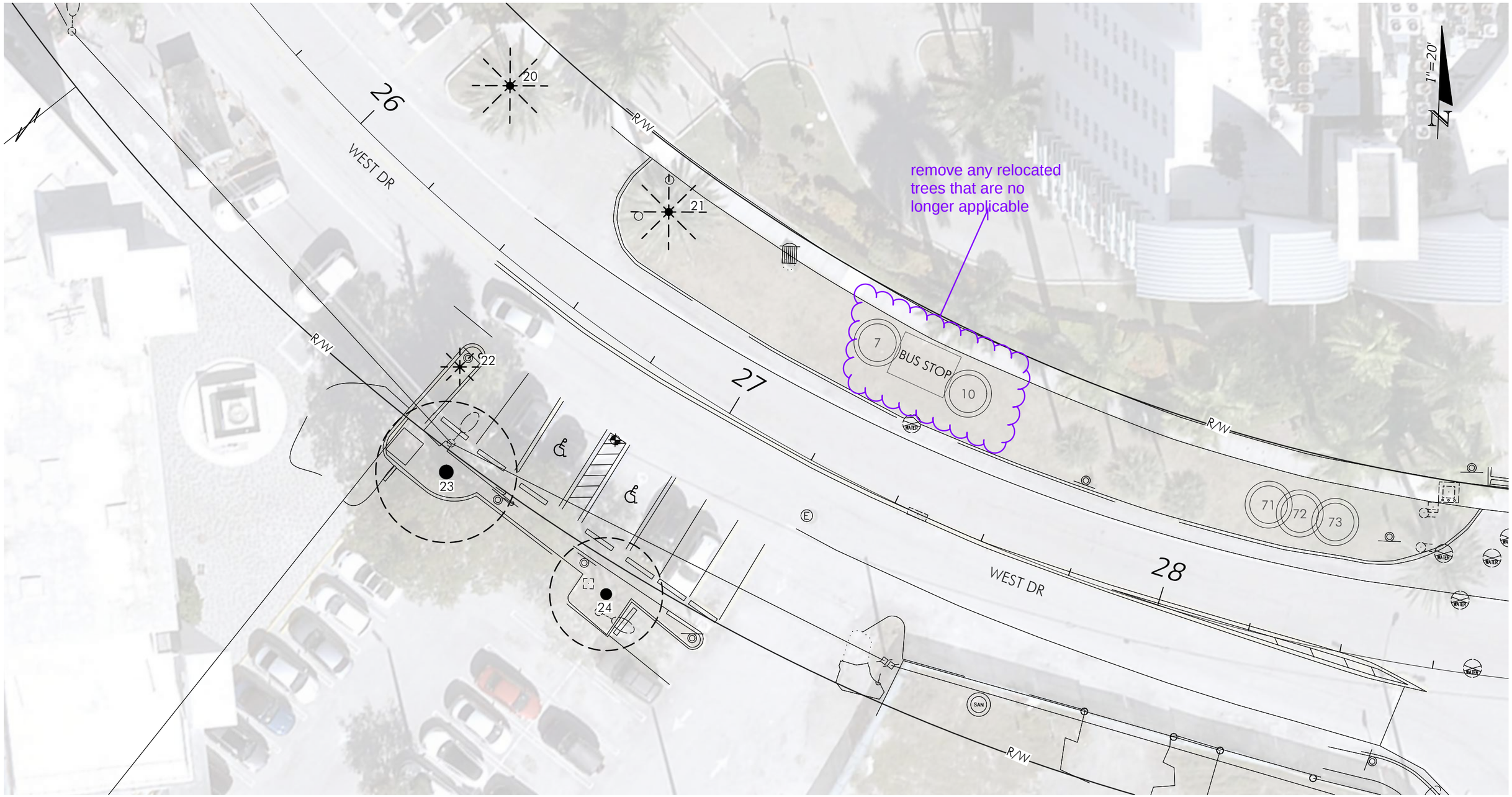
NORTH BAY VILLAGE, FL 33141

Renumber sheets

EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024
SCALE 1" = 20'
SHEET LA1-04

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



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REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

NORTH BAY VILLAGE, FL 33141

Renumber sheets

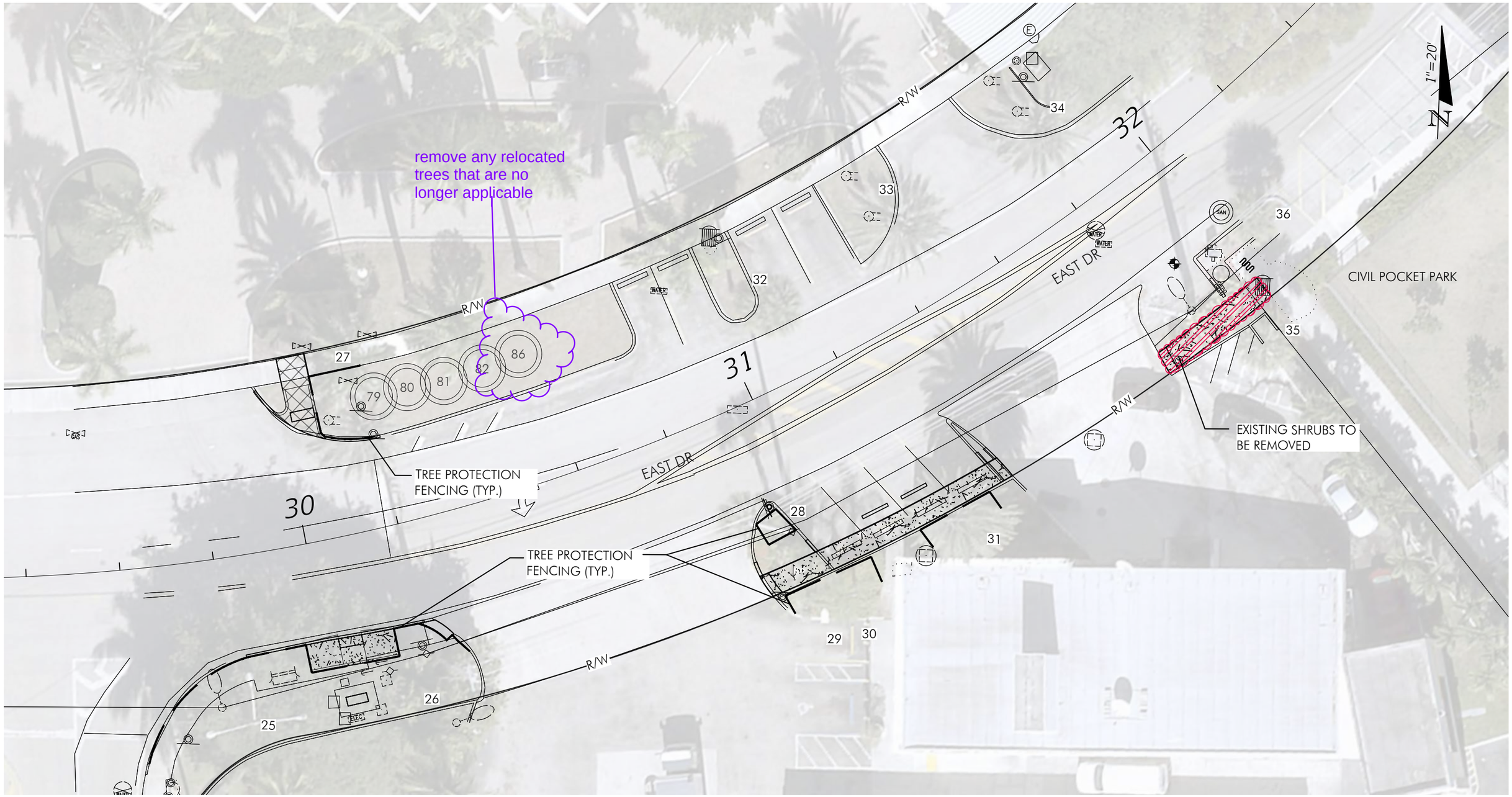
EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024

SCALE 1" = 20'

SHEET LA1-05

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



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REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

NORTH BAY VILLAGE, FL 33141

Renumber sheets

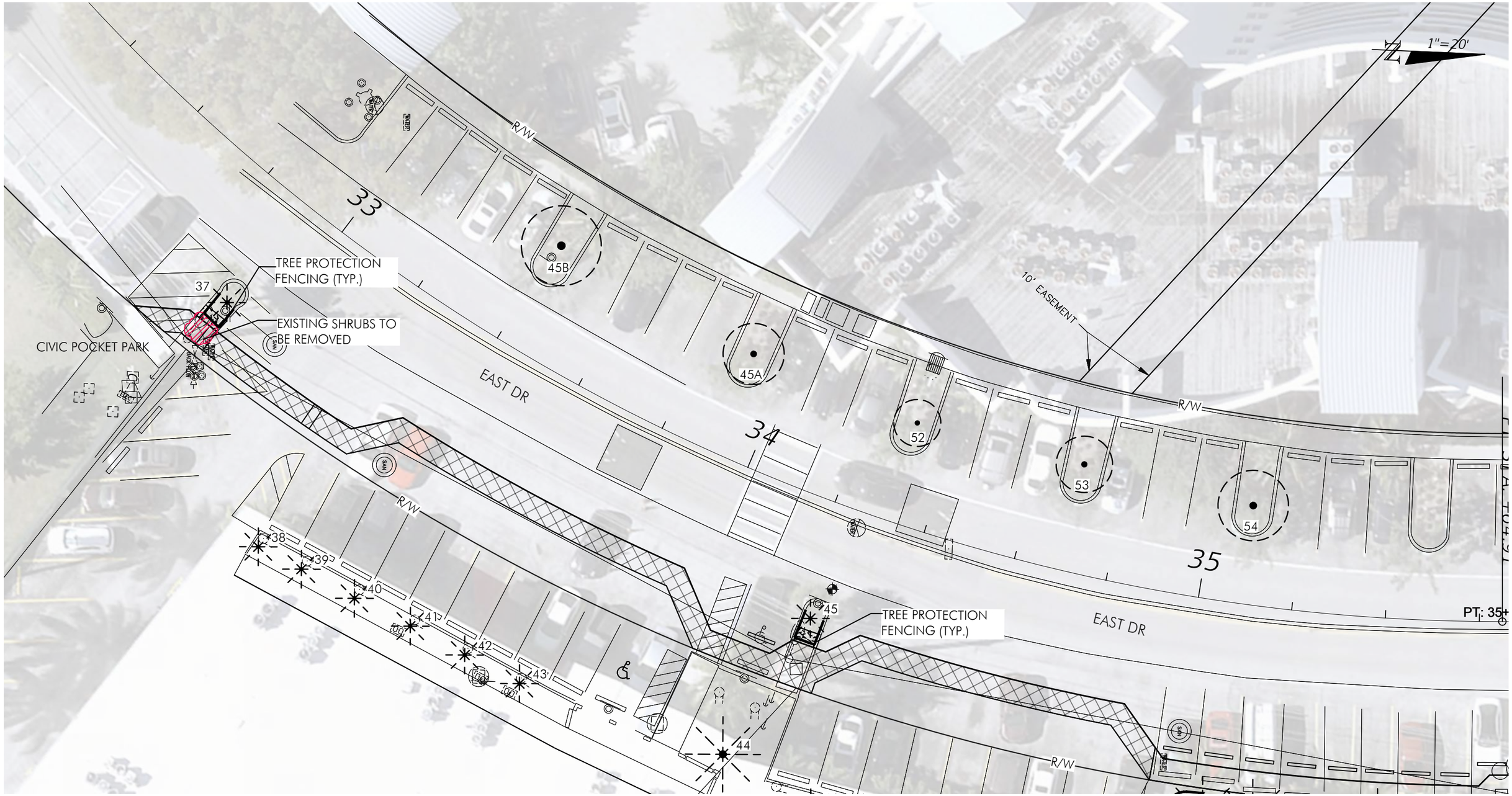
EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024

SCALE 1" = 20'

SHEET LA1-06

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



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LANDSCAPE ARCHITECTURE
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DESIGN
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MIAMI, FL 33015
P 305.392.1016 F 305.392.1019
CORP. ID#0000266

REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

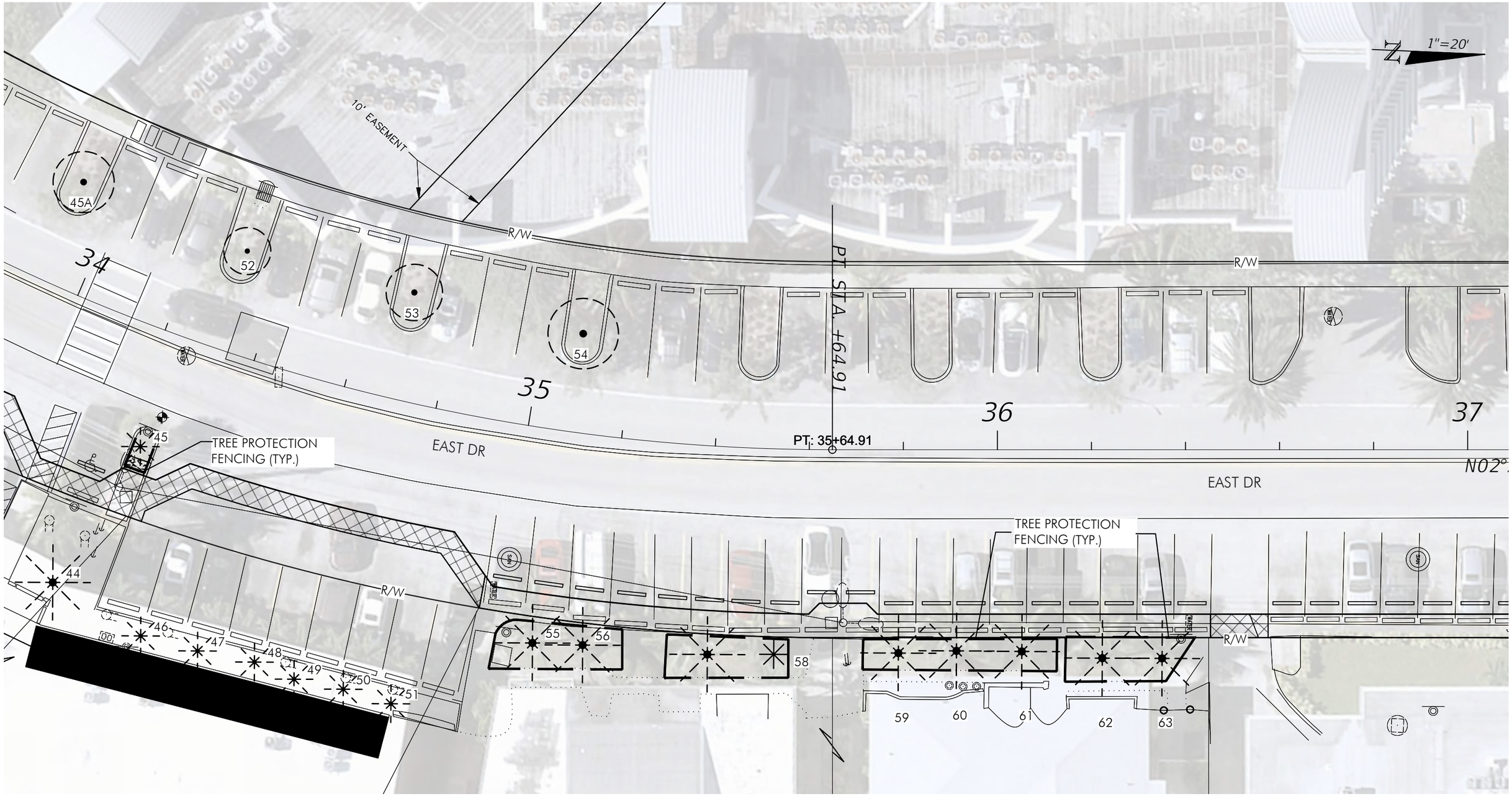
NORTH BAY VILLAGE, FL 33141

Renumber sheets

EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024
SCALE 1" = 20'
SHEET LA1-07

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



GARDNER + SEMLER
LANDSCAPE ARCHITECTURE
WWW.GSLADESIGN.COM

DESIGN

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MIAMI, FL 33015
P.305.392.1016 F.305.392.1019
CORP. ID#0000266

REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

NORTH BAY VILLAGE, FL 33141

Renumber sheets

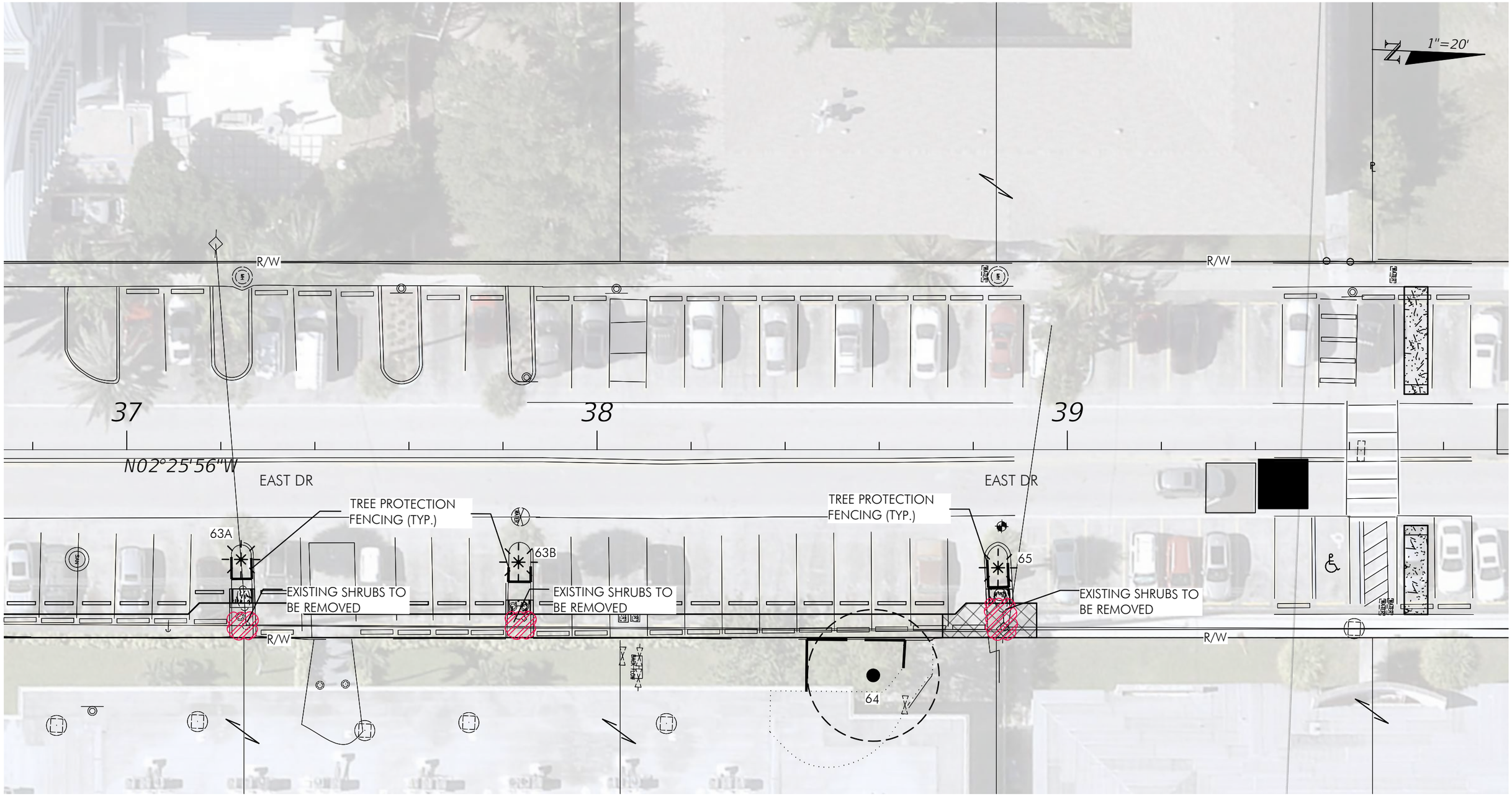
EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024

SCALE 1" = 20'

SHEET LA1-08

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



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REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

NORTH BAY VILLAGE, FL 33141

Renumber sheets

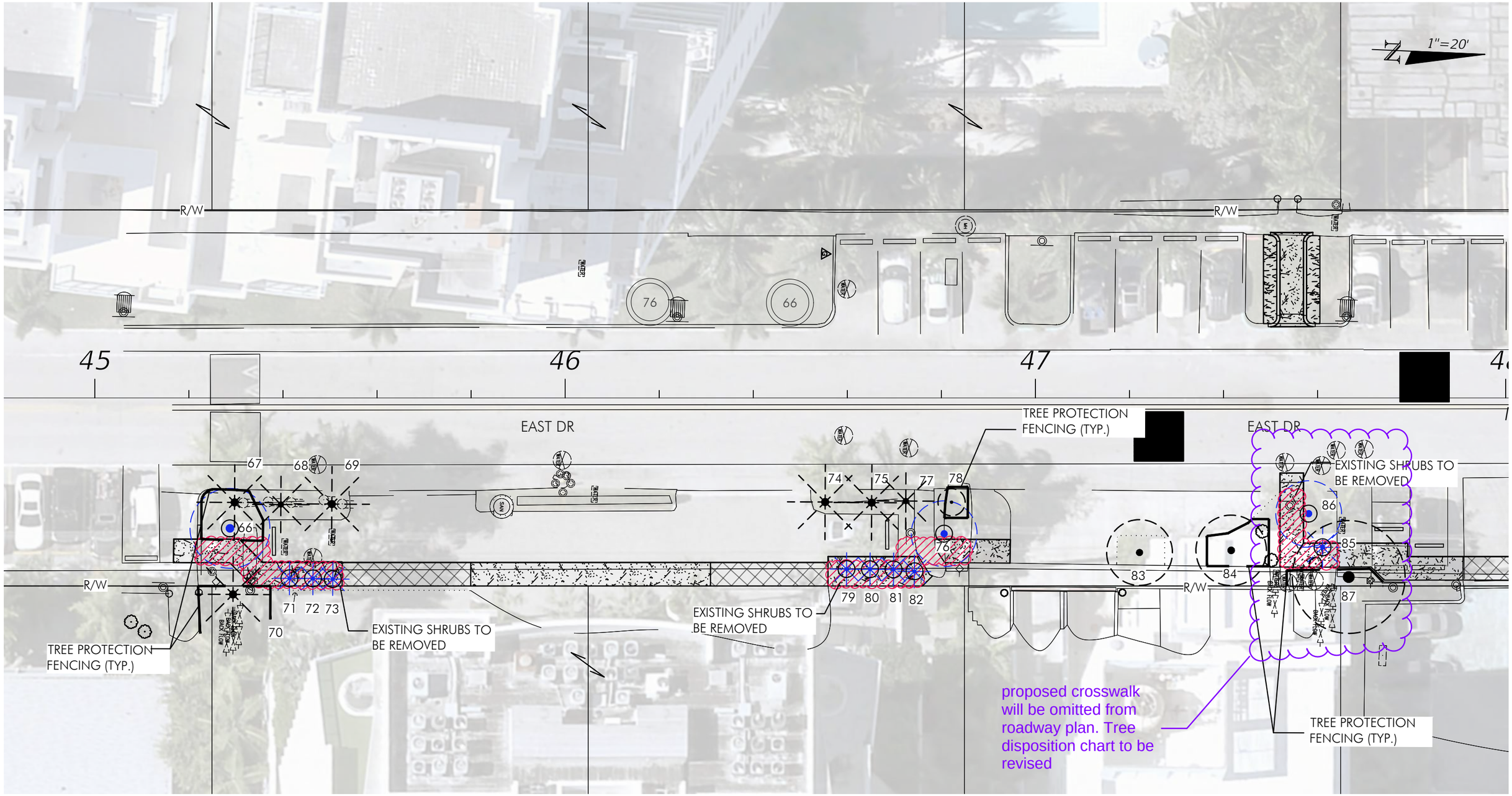
EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024

SCALE 1" = 20'

SHEET LA1-09

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



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EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024

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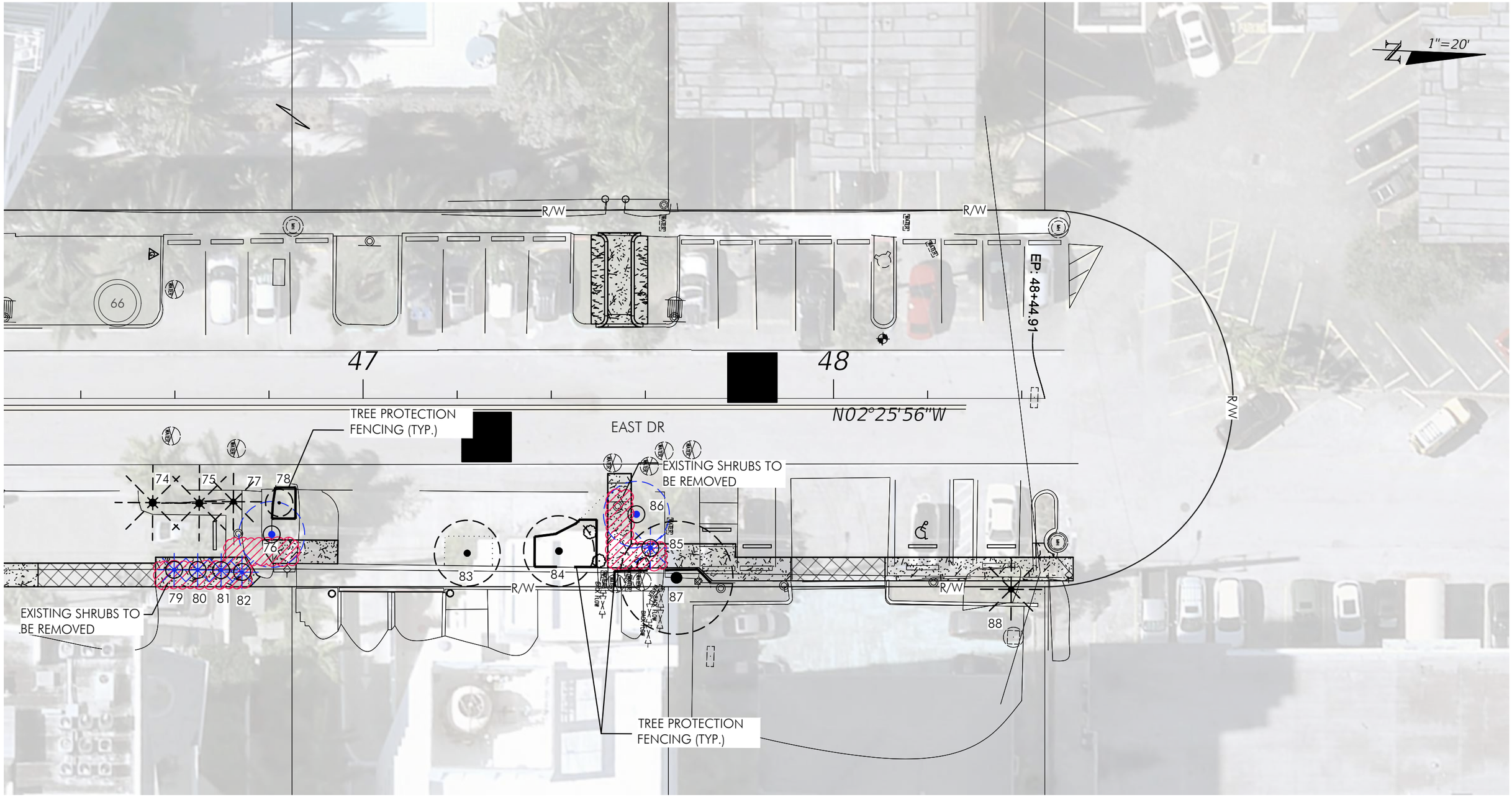
SHEET LA1-10

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



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EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024

SCALE 1" = 20'

SHEET LA1-11

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205

EXISTING TREE DISPOSITION LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE HT.(ft.)	SPD.(ft.)	DBH.(in.)	HEALTH CONDITION	DISPOSITION REMAIN	REMOVE	TRANSPL.	MITIGATION S.F. CANOPY
1	Cocos nucifera	Coconut Palm	34.8	16	9.25	Good	X			
2	Phoenix dactylifera	Date Palm	29.5	14	14.5	Good	X			
3	Cocos nucifera	Coconut Palm	34.8	16	9.5	Good	X			
4	Cocos nucifera	Coconut Palm	34.8	16	9.75	Good			X	
5	Cocos nucifera	Coconut Palm	34.8	16	12.25	Good	X			
6	Cocos nucifera	Coconut Palm	34.8	16	10	Good			X	
7	Delonix regia	Royal Poinciana	25.7	32	11.25	Fair			X	
8	Cocos nucifera	Coconut Palm	48.1	16	12.25	Good			X	
8A	Ptychosperma elegans	Solitaire Palm	18.2	6	4	Fair			X	
9	Sabal palmetto	Sabal Palm	16.5	8	15	Good			X	
10	Delonix regia	Royal Poinciana	28.2	34	13	Fair			X	
11	Bursera simaruba	Gumbo Limbo	10	6	3	Good	X			
12	Capparis cynophallophora	Jamaica Caper	8	8	3	Good	X			
13	Sabal palmetto	Sabal Palm	25.9	8	11	Fair	X			
14	Sabal palmetto	Sabal Palm	24	8	10.25	Good	X			
15	Bursera simaruba	Gumbo Limbo	14.6	15	6.5	Good	X			
16	Ficus aurea	Strangler Fig	19.3	24	25	Fair	X			
17	Bursera simaruba	Gumbo Limbo	16	8	5.75	Good	X			
18	Sabal palmetto	Sabal Palm	29.6	8	11.25	Fair	X			
19	Sabal palmetto	Sabal Palm	18.4	8	11	Fair	X			
20	Phoenix dactylifera	Date Palm	41.8	16	15	Good	X			
21	Phoenix dactylifera	Date Palm	40	16	15.5	Good	X			
22	Sabal palmetto	Sabal Palm	18.8	8	11.75	Good	X			
23	Swietenia mahagoni	Mahogany	36.5	30	29	Fair	X			
24	Quercus virginiana	Live Oak	21.6	24	12	Fair	X			
25	Bucida buceras	Black Olive	31.1	42	21	Fair	X			
26	Bucida buceras	Black Olive	26.4	24	21	Fair	X			
27	Phoenix dactylifera	Date Palm	38.9	16	15.25	Good	X			
28	Sabal palmetto	Sabal Palm	20.8	6	12.5	Fair	X			
29	Syagrus romanzoffiana	Queen Palm	19.3	12	6.5	Fair	X			
30	Syagrus romanzoffiana	Queen Palm	19.3	12	7.75	Fair	X			
31	Phoenix dactylifera	Date Palm	32.4	16	15.25	Good	X			
32	Sabal palmetto	Sabal Palm	32.1	8	11.75	Fair	X			
33	Phoenix dactylifera	Date Palm	33.5	16	15	Good	X			
34	Phoenix dactylifera	Date Palm	33.5	16	17.25	Good	X			
35	Sabal palmetto	Sabal Palm	17.7	8	13	Good	X			
36	Sabal palmetto	Sabal Palm	15.4	8	11.5	Good	X			
37	Sabal palmetto	Sabal Palm	18.6	8	8.5	Good	X			
38	Adonidia merrillii	Christmas Palm	19.4	8	5.25, 5.25	Good	X			
39	Adonidia merrillii	Christmas Palm	19.4	8	5.25, 5.25	Good	X			
40	Adonidia merrillii	Christmas Palm	19.4	8	5.25, 5.25	Good	X			
41	Adonidia merrillii	Christmas Palm	19.4	8	5.25, 5.25	Good	X			
42	Adonidia merrillii	Christmas Palm	19.4	8	5.25, 5.25	Good	X			
43	Adonidia merrillii	Christmas Palm	19.4	8	5.25, 5.25	Good	X			
44	Cocos nucifera	Coconut Palm	41.2	16	9.5	Good	X			
45	Sabal palmetto	Sabal Palm	16.4	8	12	Good	X			
45A	Bursera simaruba	Gumbo Limbo	16. 9	13	6.75	Good	X			
45B	Bursera simaruba	Gumbo Limbo	17.4	17	7.5	Good	X			
46	Adonidia merrillii	Christmas Palm	20.9	8	5.75, 5.75	Good	X			
47	Adonidia merrillii	Christmas Palm	20.9	8	5.75, 5.75	Good	X			
48	Adonidia merrillii	Christmas Palm	20.9	8	5.75, 5.75	Good	X			
49	Adonidia merrillii	Christmas Palm	20.9	8	5.75, 5.75	Good	X			
50	Adonidia merrillii	Christmas Palm	20.9	8	5.75, 5.75	Good	X			

Tree Disposition List to be updated to reflect changes

EXISTING TREE DISPOSITION LIST

KEY	BOTANICAL NAME	COMMON NAME	SIZE HT.(ft.)	SPD.(ft.)	DBH.(in.)	HEALTH CONDITION	DISPOSITION REMAIN	REMOVE	TRANSPL.	MITIGATION S.F. CANOPY
51	Adonidia merrillii	Christmas Palm	20.9	8	5.75, 5.75	Good	X			
52	Bursera simaruba	Gumbo Limbo	14.1	10	6.5	Good	X			
53	Bursera simaruba	Gumbo Limbo	19.5	12	7.25	Good	X			
54	Bursera simaruba	Gumbo Limbo	13.7	15	8	Good	X			
55	Cocos nucifera	Coconut Palm	31.8	16	9.5	Good	X			
56	Cocos nucifera	Coconut Palm	23.3	16	8.25	Good	X			
57	Cocos nucifera	Coconut Palm	29.7	16	8.25	Good	X			
58	Adonidia merrillii	Christmas Palm	21.3	6	6.25	Fair	X			
59	Cocos nucifera	Coconut Palm	25	16	7.75	Good	X			
60	Cocos nucifera	Coconut Palm	29.2	16	9.25	Good	X			
61	Cocos nucifera	Coconut Palm	24.6	16	9	Good	X			
62	Cocos nucifera	Coconut Palm	25.8	16	9	Good	X			
63	Cocos nucifera	Coconut Palm	16.8	16	7	Good	X			
63A	Sabal palmetto	Sabal Palm	19.8	8	10	Good	X			
63B	Sabal palmetto	Sabal Palm	19.8	8	10	Good	X			
64	Ficus benjamina	Weeping Fig	35.2	28	25.25	Fair	X			
65	Sabal palmetto	Sabal Palm	19.8	8	10	Good	X			
66	Ligustrum japonicum	Wax Leaf Privet	13	17	18" multi	Good			X	
67	Roystonea regia	Royal Palm	45.8	16	18	Good	X			
68	Roystonea regia	Royal Palm	41.2	12	17.5	Fair	X			
69	Roystonea regia	Royal Palm	35.6	16	19	Good	X			
70	Phoenix dactylifera	Date Palm	35.8	16	15.5	Good	X			
71	Trachycarpus fortunei	Windmill Palm	20.8	7	8.25	Fair			X	
72	Trachycarpus fortunei	Windmill Palm	20.8	7	8.25	Fair			X	
73	Trachycarpus fortunei	Windmill Palm	20.8	7	8.25	Fair			X	
74	Roystonea regia	Royal Palm	41.9	16	19.5	Fair	X			
75	Roystonea regia	Royal Palm	32.4	16	18	Good	X			
76	Ligustrum japonicum	Wax Leaf Privet	14.6	14	15" multi	Good			X	
77	Roystonea regia	Royal Palm	19	12	12	Fair	X			
78	Quercus virginiana	Live Oak	22	6	5	Fair	X			
79	Trachycarpus fortunei	Windmill Palm	22.3	7	8	Fair			X	
80	Trachycarpus fortunei	Windmill Palm	25	7	9	Fair			X	
81	Trachycarpus fortunei	Windmill Palm	22.3	7	9	Fair			X	
82	Trachycarpus fortunei	Windmill Palm	22.3	7	8	Fair			X	
83	Lagerstroemia indica	Crape Myrtle	18.4	14	7.25	Good	X			
84	Quercus virginiana	Live Oak	23.2	15	8.75	Fair	X			
85	Veitchia arecina	Montgomery Palm	26.7	9	7	Good			X	
86	Lagerstroemia indica	Crape Myrtle	18.4	14	7.5	Good			X	
87	Bursera simaruba	Gumbo Limbo	22.5	24	11	Fair	X			
88	Syagrus romanzoffiana	Queen Palm	19.1	13	6.5	Fair	X			
						TOTAL CANOPY S.F. TO BE REPLACED				-

*Mitigation provided (see plant list for species):

MITIGATION TYPE	QTY.	MITIGATION EA. (S.F.)	TOTAL MITIGATION (S.F.)
Shade Tree 1		500	0
Shade Tree 2	1	300	300
Palm Tree 1		300	0
Palm Tree 2		100	0
Small Tree		200	0
GRAND TOTAL S.F. MITIGATION CANOPY PROVIDED*			300

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REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

NORTH BAY VILLAGE, FL 33141

Renumber sheets

EXISTING TREE DISPOSITION PLAN

DATE 09/26/2024

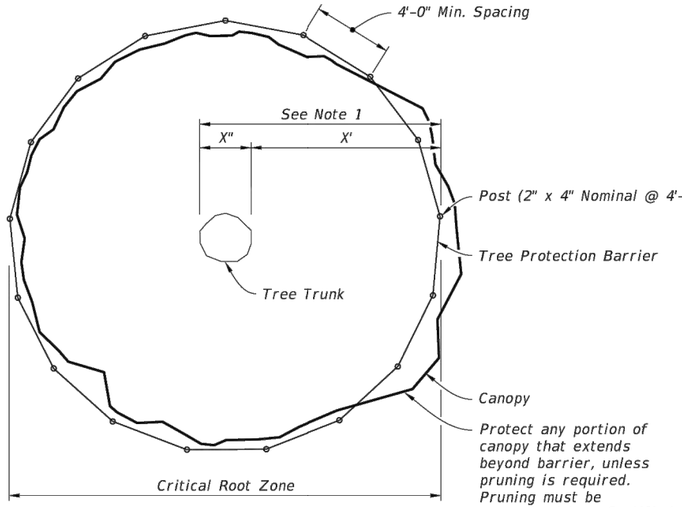
SCALE

SHEET LA1-12

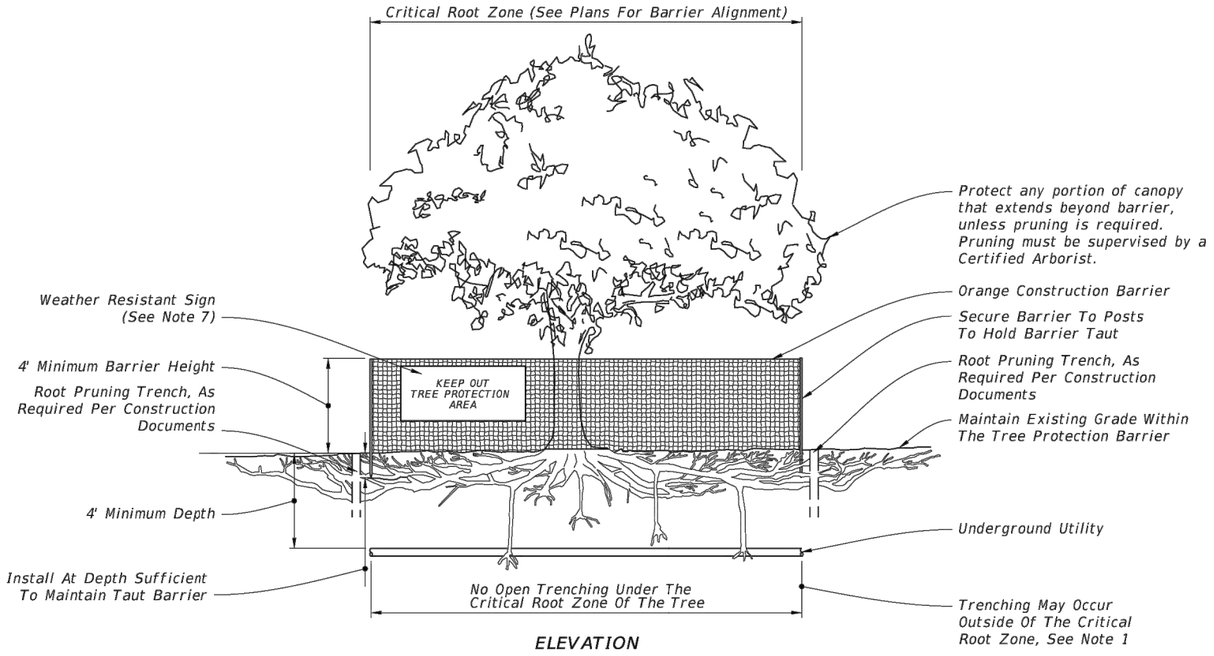
Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205

NOTES:

1. Critical Root Zone: Extends in all directions from trunk of tree to a distance equal to one foot per inch of trunk diameter at breast height.
2. Staging, storage, dumping, washing and operation of equipment is not permitted within the limits of the tree protection barrier, including during barrier installation.
3. Install all tree protection prior to commencement of construction and remove when directed by the Engineer. Maintain protection at all times.
4. For closely spaced groups of trees, place the tree protection barrier around the entire group.
5. Inspect trunk protection and tree quarterly to prevent girdling. Adjust bands to allow tree growth as needed.
6. See plans for any additional requirements or modifications within the tree protection area.
7. Place weather resistant sign every 50' along the barrier, with 6" minimum text height and provide text in English and Spanish. Sign should read " Keep Out Tree Protection Area".
8. Alternate tree protection systems approved by the Engineer may be used in lieu of the tree protection barrier detailed on this Index as long as the critical root zone is protected.
9. The Critical Root Zone may be reduced, in the field, by a certified Arborist or Landscape Architect.

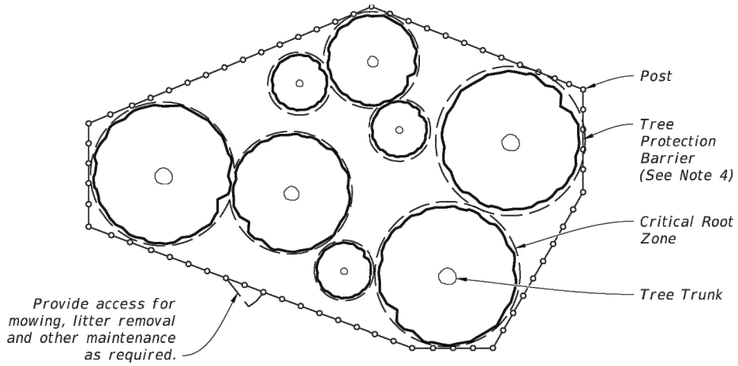


PLAN



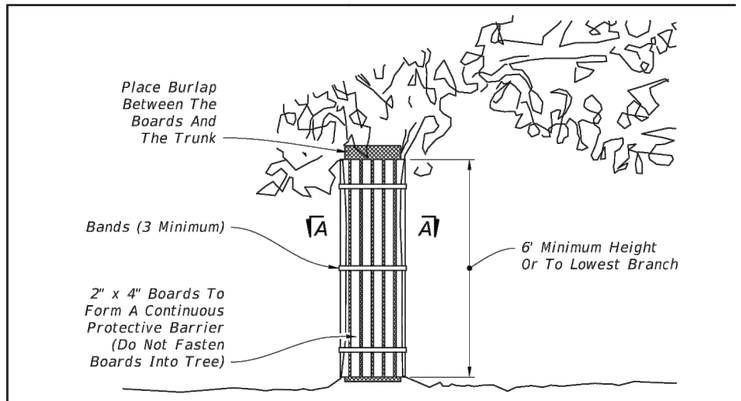
ELEVATION

TREE PROTECTION BARRIER

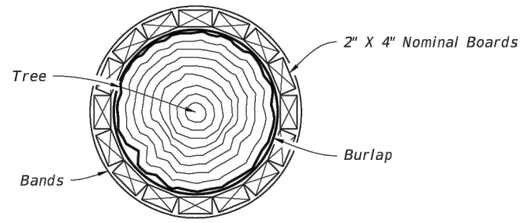


PLAN

PROTECTION BARRIER FOR TREE GROUPINGS



ELEVATION



SECTION A-A

NOTES:

1. Trunk protection may be used when Tree Protection Barrier can not be reasonably erected, when approved by Engineer.
2. See Selective Clearing and Grubbing Plan for location of trunk protection, when applicable.
3. Adjust bands to allow tree growth (inspect quarterly to prevent girdling).

TRUNK PROTECTION

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TREE PROTECTION DETAILS

DATE 09/26/2024

SCALE

SHEET LA1-13

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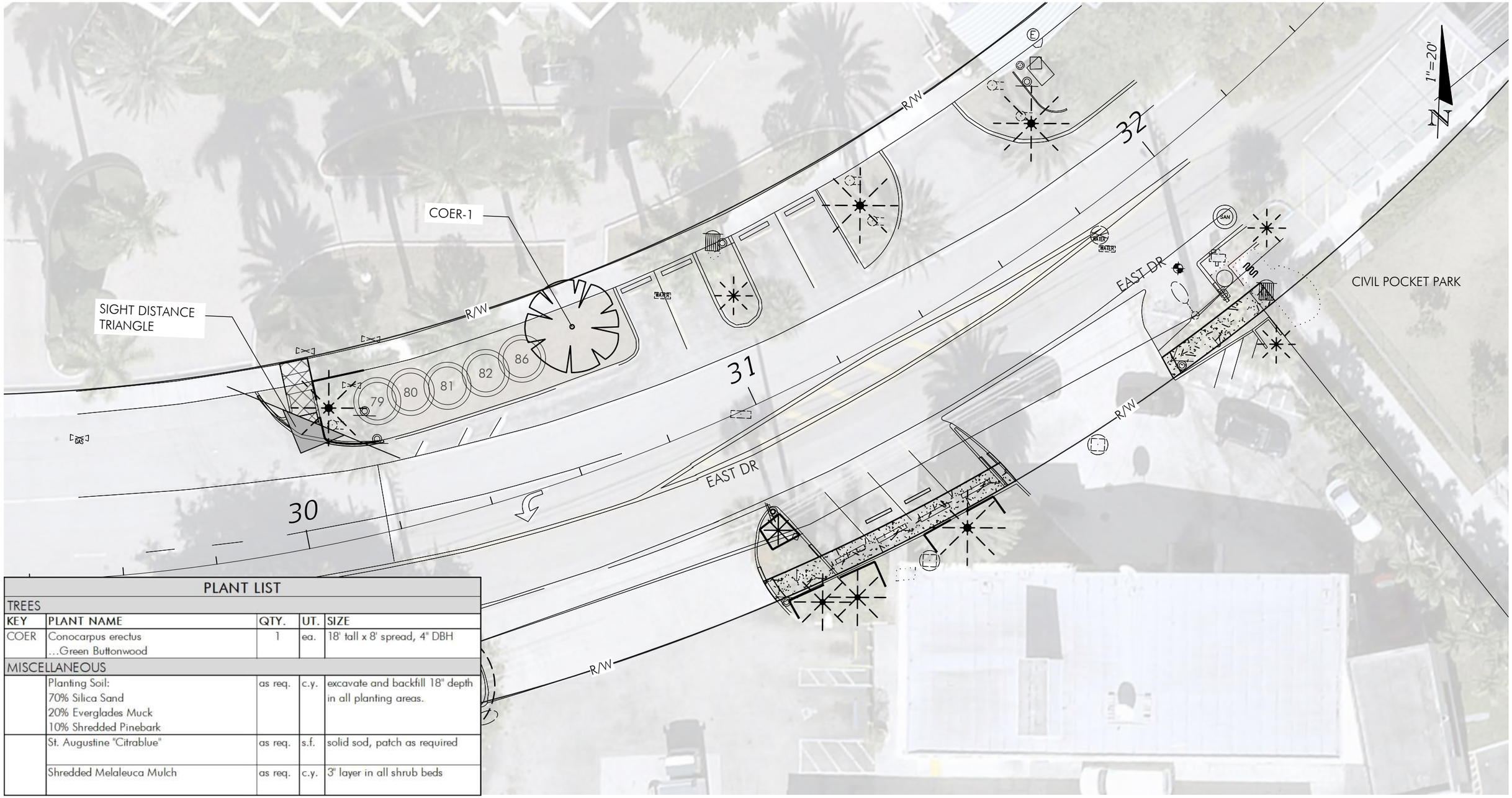
Kiehl Semler FL LA #6667205



PLANT LIST				
TREES				
KEY	PLANT NAME	QTY.	UT.	SIZE
COER	Conocarpus erectus ...Green Buttonwood	1	ea.	18' tall x 8' spread, 4" DBH
MISCELLANEOUS				
	Planting Soil: 70% Silica Sand 20% Everglades Muck 10% Shredded Pinebark	as req.	c.y.	excavate and backfill 18" depth in all planting areas.
	St. Augustine "Citrablue"	as req.	s.f.	solid sod, patch as required
	Shredded Melaleuca Mulch	as req.	c.y.	3" layer in all shrub beds

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NORTH BAY VILLAGE, FL 33141

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MITIGATION PLANTING PLAN

DATE 09/26/2024

SCALE 1" = 20'

SHEET LA2-01

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205

PART 3 - INSTALLATION PROCEDURES

3.1 LAYOUT
A. Verify location of all underground utilities and obstructions prior to excavation.

3.2 HERBICIDE TREATMENT
A. In all areas infected with weed and/or grass growth, a systemic herbicide shall be applied per manufacturer's rates. When it has been established where work will be done, the systemic herbicide shall be applied in accordance with manufacturer's labeling to kill all noxious growth. Contractor shall schedule his work to allow more than one application to obtain at least 95% kill of undesirable growth. If necessary, Contractor shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

3.3 PLANT PIT EXCAVATION AND BACKFILLING
A. Trees: See the Planting and Bracing Details and notes.

B. All planting holes shall be hand dug where machine dug holes may adversely affect utilities or improvements.

C. Shrubs and Groundcover: Shrubs and groundcover shall be planted in a soil bed as described in the notes and details. Space shrubs and provide setback from curb and pavements as shown in the plans.

D. Watering of field-grown plants: Thoroughly puddle in water to remove any air pockets in the plant hole.

3.4 WATERING
A. The Contractor is responsible to provide the water for all new plants and transplants and means of distribution (i.e. hand watering or water truck) during the maintenance period and extending into the period after acceptance until the full schedule as listed below is complete. Water for trees and other large field grown plants shall be supplemented by hand or water truck, in addition to the irrigation system, (if one is provided). Contractor can adjust watering schedule during heavy rain season upon approval of the Landscape Architect.

AMOUNT OF WATER PER APPLICATION
For trees up to 5 inch caliper - 5 gallons
From 5 to 8 inch caliper - 25 gallons
9 inch and up caliper - 50 gallons

FREQUENCY OF WATER
Daily for the first week
3 times per week for weeks 2 - 5
2 times per week for weeks 6 - 8
1 time per week for weeks 9 - 12

B. Water in plants by thoroughly soaking of the entire root ball immediately after planting. For large trees and shrubs, add water while backfilling hole to eliminate any air pockets in the soil around the root ball.

C. Water shrubs, sod and groundcover a minimum of once daily for a week or until an irrigation system is fully operational. If no irrigation system is to be installed, the Contractor shall be responsible for watering the shrub, sod, and groundcover for the time specified above, after installation of each section of the planting installed.

3.5 FERTILIZING
A. Add fertilizer on top of the surface of shrubs beds and tree and palms root balls two (2) months after installation. Fertilize sod within two (2) days after installing after planting of each segment of the job. Fertilizer shall be applied after soil has been well moistened. Fertilizer shall be washed off of plant leaves and stems immediately after application. Apply at the following rates:

1. Trees and Large Shrubs: One (1) pound per inch of trunk diameter, spread evenly over the root ball area.

2. Shrubs: One half (1/2) handful per shrub, spread evenly over the root ball area.

3. Groundcover: Twelve (12) pounds per 100 sq. ft. of bed area.

4. Sod: Twelve (12) pounds per 1,000 sq. ft. Wash fertilizer off blades immediately after spreading.

3.6 MULCHING
A. Spread mulch three (3) inches thick uniformly over the entire surface of shrubs and groundcover beds, depth measured after settling, unless otherwise specified in the plans. Provide 36" diameter bed of mulch, measured from outer edge of the trunk, for all trees and palms planted in sod areas. Keep mulch away from contact with the trunk. Create a 6" high ring of mulch at the outer edge of tree and palm holes.

3.7 GUYING AND BRACING
A. See the details bound herewith or made part of the plans.

3.8 SODDING
A. Provide a blanket of lawn sand as described in the notes in these plans. Prior to planting, remove stones, sticks, etc. from the sub-soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

B. Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes. The sod shall be rolled with a 500 pound hand roller immediately after placing.

C. Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" from trees, measured from the edge of plant or tree trunk.

D. Sod shall be watered immediately after installation to uniformly wet the soil to at least two inches below the bottom of sod strips.

E. Apply fertilizer to the sod as specified in Section 3.5.

F. Excavate and remove excess soil so top of sod is flush w/top of curb or adjacent pavement, or adjacent existing sod.

PLANT BED PREPARATION NOTES

1. In all areas where new sod and shrub and groundcover masses are to be planted, kill all existing weeds by treating with systemic herbicide prior to beginning soil preparation.

2. In all shrub and groundcover beds, excavate and backfill soil as described in "Plant List(s)". If no specific preparation is noted, prepare soil as described below for either condition, over the entire area to be planted:

Condition A:
If any compacted road base or asphalt or rocky soil is encountered, remove compacted material entirely to allow an 18" depth of planting soil per plant list unless otherwise stated. Backfill the entire area of the shrub and groundcover beds with 18" planting soil (as specified in Plans) to within 2 inches of the adjacent pavement or top of curb. Remove all debris and rocks and pebbles larger than 2 inches in size and level the grade before planting.

Condition B:
Where no compacted soil is encountered, thoroughly mix 6 inches of planting soil per plant list into the existing soil to a depth of 18 inches unless otherwise stated. If required, excavate and remove the existing soil to lower the grade, so that the prepared mix is finished to a minimum of 2 inches below top of curb or adjacent walkway. Remove all debris and rocks and pebbles larger than 2 inches in size and level the grade before planting.

For all sod areas, spread a 2" deep layer of lawn sand prior to sodding. Remove all debris and rocks and pebbles larger than 2 inchs in size and level the grade before sodding. Remove, if required, existing soil so that top of sod is flush with and adjacent top of curb or pavement.

For Trees and shrubs larger than 7 gallon, Add Diehard" transplant innoculant supplied by Horticultural Alliance, Inc. (800-628-6373) or equal. Mix into top 8-10 inches of planting hole, making sure it is contact with the root ball. Add at a rate specified by manufacturer (typically 4oz. per 1 inches of trunk caliper or 7 gallon can).

SPACING OF PLANTS (SEE PLANT SPACING DETAIL)

1. Plants shall be planted sufficiently away from edges of pavements or curbs, to allow for growth toward the edges of the bed.

PROTECTION OF PLANTS

1. The Contractor shall be responsible to protect existing trees and shrubs in and adjacent to the area of work. Erect barriers as necessary to keep equipment and materials, any toxic material, away from the canopy drip line of trees and shrubs. DO NOT PILE SOIL OR DEBRIS AGAINST TREE TRUNKS OR DEPOSIT NOXIOUS BUILDING SUPPLIES OR CHEMICALS WITHIN THE DRIP LINE.

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REVISIONS

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NORTH BAY VILLAGE, FL 33141

Renumber sheets

PLANTING SPECS & DETAILS
DATE 09/26/2024
SCALE
SHEET LA2-02

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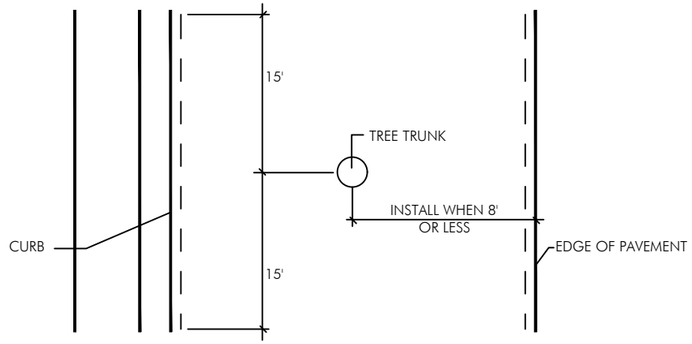
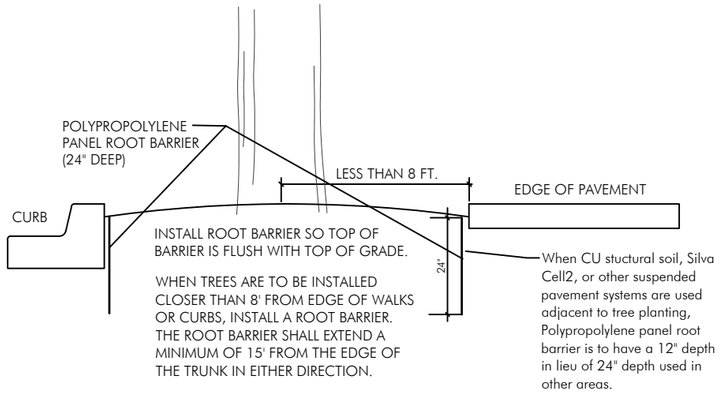
Kiehl Semler FL LA #6667205



PLAN VIEW



ROOT BARRIER INSTALLATION DETAIL

N.T.S.

GARDNER + SEMLER
LANDSCAPE ARCHITECTURE
WWW.GSLADESIGN.COM
DESIGN
17670 NW 78th AVE., SUITE 214
MIAMI, FL 33015
P 305.392.1016 F 305.392.1019
CORP. ID#0000266

REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

NORTH BAY VILLAGE, FL 33141

Renumber sheets

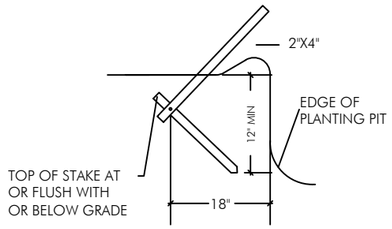
PLANTING SPECS & DETAILS

DATE 09/26/2024

SCALE

SHEET LA2-03

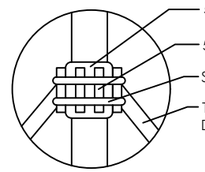
Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



DETAIL A

N.T.S.

LA1-05



BATTEN DETAIL B

N.T.S.

NOTE - SECURE BATTENS WITH 2-3/4" HI CARBON STEEL BANDS TO HOLD BATTENS IN PLACE DURING PLANTING PROCESS. DO NOT NAIL BATTENS TO TREE.
THE HEIGHT OF THE BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE TREE FOR ADEQUATE BRACING.
PAINT ALL EXPOSED WOOD SURFACES, (COLOR TO BE APPROVED BY LANDSCAPE ARCHITECT).

NOTE - IRREGULAR OR MULTI-STEMED TREES SHALL HAVE A SIMILAR STAKING PATTERN AS SINGLE TRUNKED TREES. STAKES NEED NOT ALL BE ATTACHED TO EVERY STEM.

ALL SUPPORT MATERIALS ARE TO BE REMOVED FROM THE TREES ONCE THE TREES HAVE BECOME ESTABLISHED (NOT TO EXCEED 12 MONTHS FROM THE COMPLETION OF THE PROJECT).

PLANTING & BRACING DETAIL OVER 3 1/2" CALIPER

N.T.S.

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REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

NORTH BAY VILLAGE, FL 33141

Renumber sheets

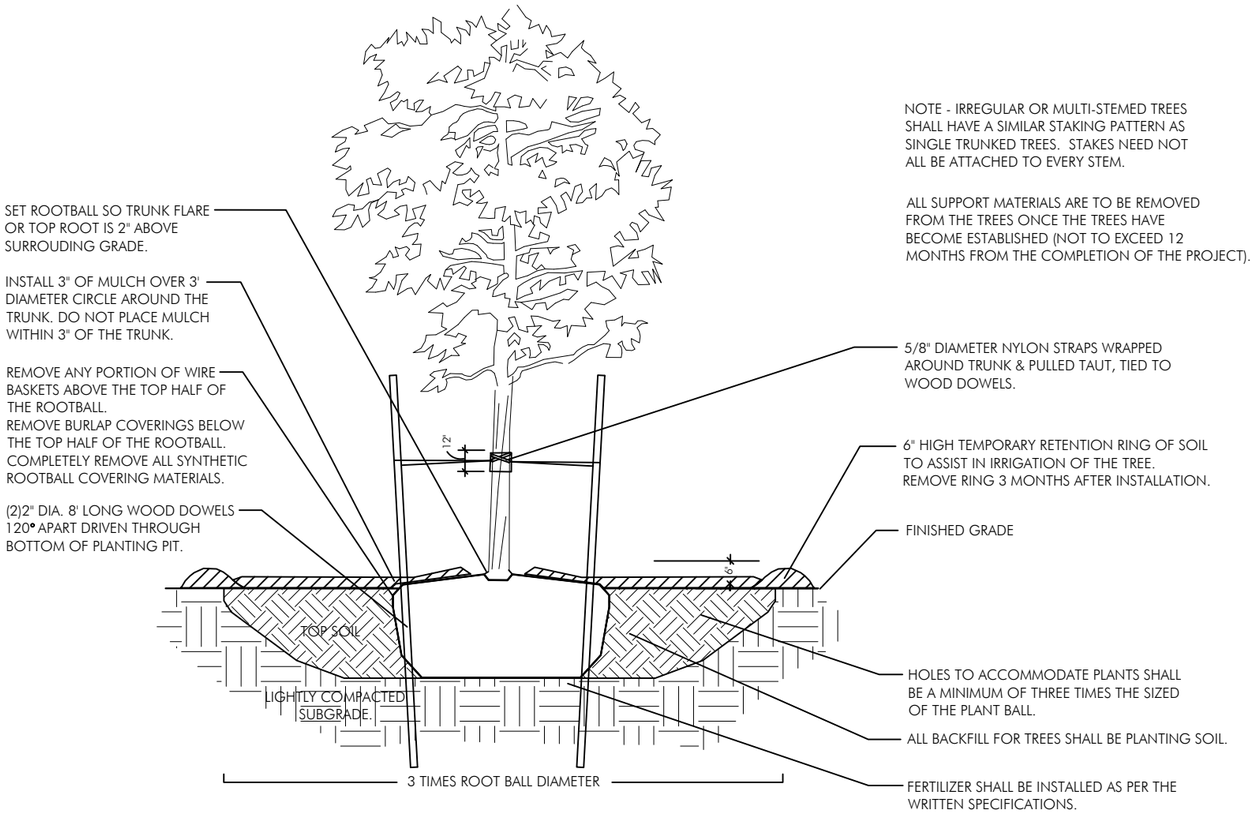
PLANTING SPECS & DETAILS

DATE 09/26/2024

SCALE

SHEET LA2-04

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205



PLANTING & BRACING DETAIL UNDER 3 1/2" CALIPER

N.T.S.

TREE RELOCATION DETAILS

1. Do not reduce the canopy of any trees other than the minimal pruning necessary to remove dead wood.
2. All trees will be root pruned for a minimum of 12 weeks prior to relocation. It is not necessary to root pruned the palms.
3. Rootballs for trees and palms to be relocated shall be 10"-12" for every inch of DBH. This can be reduced for palms as per good horticultural practices.
4. All trees and palms to be relocated shall be watered as per the Installation procedures on sheet LA2-02.
5. Only straps shall be used to lift trees. No drilling of holes through the trunks will be acceptable.
6. All relocated trees shall have their braces remain in place for a period of one year. After that one year period, the braces must be removed.
7. Only straps should be used to lift tree with a crane. NOTE: drilling a hole through the trunk and pinning the tree should not be an accepted method.

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REVISIONS

NORTH BAY VILLAGE - SIDEWALK AND ADA IMPROVEMENTS PH.3 ROADWAY PLANS

NORTH BAY VILLAGE, FL 33141

Renumber sheets

PLANTING SPECS & DETAILS
DATE 09/26/2024
SCALE
SHEET LA2-05

Ken Gardner FL LA #1569
Kiehl Semler FL LA #6667205

Exhibit D – GSLA Scope and Fee Proposal

GARDNER + SEMLER
LANDSCAPE ARCHITECTURE
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D E S I G N
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MIAMI, FL 33015
P 305.392.1016 F 305.392.1019
CORP. ID#0000266

March 27, 2026 revised March 31, 2026

Harold Desdunes
EAC
5959 Waterford District Drive, Suite 410
Miami, Florida 33126

RE: NBV - Sidewalk and ADA Improvements - Phase 3 - Add Services

Dear Harold,

We appreciate being invited to participate in the design of your project located at ten (10) different sites throughout North Bay Village, FL as shown on the attached sketches.

I. SCOPE OF SERVICES

GSLA Design shall provide the following landscape architectural services for your project:

1) It is understood that all ten (10) of these sites will be designed, permitted and constructed concurrently. If it is determined that they will be done separately or in groups then a proposal for additional services will be provided for additional work necessary to divide the project as required.
2) GSLA will revise the previously prepared Contract Documents to incorporate the comments received:
    a. Existing Tree Disposition Plan showing existing trees and denoting if they are to remain, be removed or relocated. GSLA will retain the services of a certified Arborist to prepare a report on the existing trees affected by construction and GSLA will calculate the necessary mitigation and incorporate as much of that mitigation in the proposed planting plan as feasible. GSLA does not get permits but will provide the necessary plans and details to get the permits.
    b. Planting Plan sufficient in detail for bidding and installation by qualified contractors.
3) GSLA will attend up to one (1) meeting during the design phase. Attendance at additional meetings will be billed hourly, recorded portal to portal.
4) GSLA will prepare plans on a base Site Plan provided by EAC. Any changes to GSLA plans required by changes to the Site Plan shall be billed hourly. Any changes to GSLA plans required as a result of comments concerning our design by Review Boards or government staff shall be made at no additional cost.
5) Construction Administration will include attendance at necessary site visits during construction, preparing responses to RFI's, shop drawing approvals, review of pay requests and attendance at necessary periodic visits and/or coordination meetings with the Architect/Engineer, Contractor or Owner. GSLA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the work, and shall not be responsible for any Contractor's failure to carry out the work in accordance with the Contract Documents. Attendance at additional site visits shall be billed on an hourly basis, recorded portal to portal.

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D E S I G N
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MIAMI, FL 33015
P 305.392.1016 F 305.392.1019
CORP. ID#0000266

II. CLIENT'S RESPONSIBILITIES

The Client shall provide any required site surveys, as-built drawings, soil tests, as well as architectural and engineering services as required.

GSLA will prepare any documents necessary to receive permits pertaining to GSLA's scope of work. **GSLA will not be responsible to submit the plans through the governing agencies.**

III. FEES

1) The fee shall be $ 1,802.66 payable as follows:

   $ 1,802.66 - upon submission of 100% Construction Document drawings

   $ hourly - for Contract Administration

2) Hourly rates are as follows (time recorded portal to portal):

   $199.00/hr for Project Manager
   $115.38/hr for Landscape Architect

3) Reimbursable expenses shall be billed at actual cost for plan-reproduction, courier fees, postage and handling and any out-of-town traveling expenses connected with the project. Prints created in-house by GSLA for submittal will be charged at $ .10 each for 11x17 sheets, $2.00 each for D size sheets (24"x36") and $ 2.50 each for E size sheets (30"x42"). In-house coordination prints shall not be submitted for reimbursement.

4) **ALL ACCOUNTS ARE DUE AND PAYABLE IN FULL UPON SUBMISSION OF INVOICE TO CLIENT**.

5) A Late Payment Charge of 1.5% per month will be added to all invoices past due.

6) If it becomes necessary incur collection fees and/or employ the services of an attorney to collect debt, then such fees shall be paid by the client.

IV. ADDITIONAL SERVICES

1) Any revisions to our drawings, specifications or other documents required as a result of changes to base plans or other information or instructions provided to GSLA from the Client or his Architect or Engineer, shall be billed on an hourly basis at our current hourly rates. Any additional services requested by the Client shall also be billed on an hourly basis.

2) When GSLA is contracted to prepare plans for the layout and design of roof top hardscape amenities, plantings and irrigation, the Client shall provide the services of a structural engineer. GSLA shall rely upon the advice of the engineer for information as to the roof structure's weight bearing capacity, roof drainage, waterproofing

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CORP. ID#0000266

systems, etc. GSLA shall not be responsible for the preparation of structural, mechanical or electrical construction plans for the roof top areas. GSLA is not responsible for any construction operations during installation of elements designed by GSLA that damage the structure, waterproofing or clog drains.

3) When GSLA is contracted to prepare plans for projects that are attempting to achieve LEED credentialing, GSLA will make calculations, specify qualifying materials and make recommendations necessary to apply for any points relating to GSLA's disciplines. GSLA makes no guarantee that these points will be granted.

V. TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, GSLA shall be paid its compensation for service performed to the termination date including reimbursable expenses then due. The client may not, at any time, use or allow the use of any work which is either incomplete in any respect, or is not fully paid for, even if complete.

The persons executing this agreement warrant and represent that they are authorized to enter into this Agreement on behalf of the person or entity for whom they are signing.

We look forward to being of service to you.

This agreement is executed this 31 day of March 2026.

GSLA DESIGN

By: _____
Ken Gardner — For the Firm

Client: Dania Castillo
(Individually and as a Corporate Representative): Signature

Dania Castillo, PE EAC Project Manager
Name & Title Printed

Exhibit E – Hadonne Scope and Fee Proposal

PROPOSAL / AGREEMENT

March 31, 2026 **SENT VIA:** dcastillo@eacconsult.com

Submitted to:
Dania Castillo, PE
EAC Consulting, Inc.
5959 Blue Lagoon Drive, Suite 410
Miami, FL 33126

About:
Surveying Services for the project known as **"North Bay Village Sidewalk and ADA Improvements"** located within North Bay Village, FL 33141.

Dear Dania:
Pursuant to your request regarding a fee estimate for utility coordination services for the above referenced project. HADONNE (HC) is pleased to submit the following proposal for your consideration:

Deliverables:
Provide utility certification package.

Scope of Service:
Update Sunshine-One-Call design ticket. Submit update plans to UAO, collect confirmation on existing facilities and information on any new/proposed utility. Update Conflict Matrix. Obtain revised Utility Work Schedules for the relocation/adjustments of utilities and certify utilities for construction.

Time of Completion:
Match project schedule.

Project area, length, Size and location:
See attached **(Exhibit "A").**

By signing below, I APPROVE AND ACCEPT this letter as a legal contract and read and agree to the payment terms as set forth above.

By: Dania Castillo _____ **Title:** EAC Project Manager _____
(Authorized Signature)

Dania Castillo, PE _____ **Date:** 4/1/26 _____
(Typed or printed name)

I thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything, we can do to be of service in this or any other matter, please do not hesitate to call me directly at +1(305) 266-1188.

Respectfully,

Pedro Ugas, PSM
President

Scope of Service and Schedule of Fees:

Service	Hrs	Rate	Total
Utility Coordination	16	$199.00	$3,184.00

TERMS AND CONDITIONS

2026 HOURLY RATES:

Survey Field Crew 3 Man (8 HR Day)	$1,700.00 per Day
Survey Field Crew 2 Man (8 HR Day)	$1,500.00 per Day
CADD Technician	$95.00 per Hour
Survey Technician	$105.00 per Hour
Senior Surveyor & Mapper	$180.00 per Hour
Surveyor & Mapper	$130.00 per Hour
Expert Witness	$200.00 per Hour
EM Locating Crew	$120.00 per Hour
Two Man GPR and Locating Crew	$200.00 per Hour

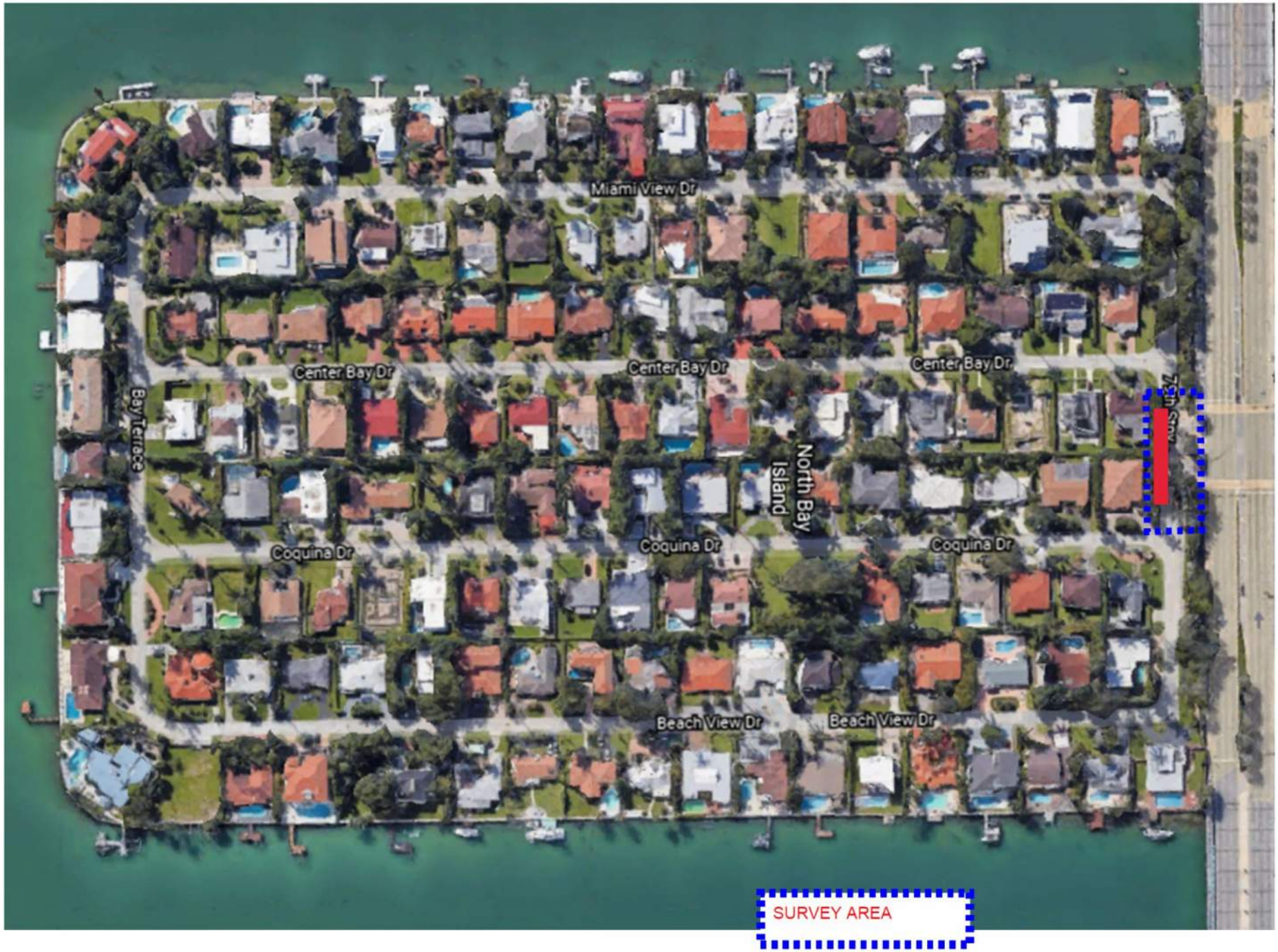
QUALIFICATIONS: County and / or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J17-05 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response if so required and an additional charge will apply per HC's hourly rates for calendar year 2026, which are set forth in the "Estimate Fee" section of this Proposal. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require a 24-hour, prior written notice before field work can be performed. This notice should be sent via email to HC.

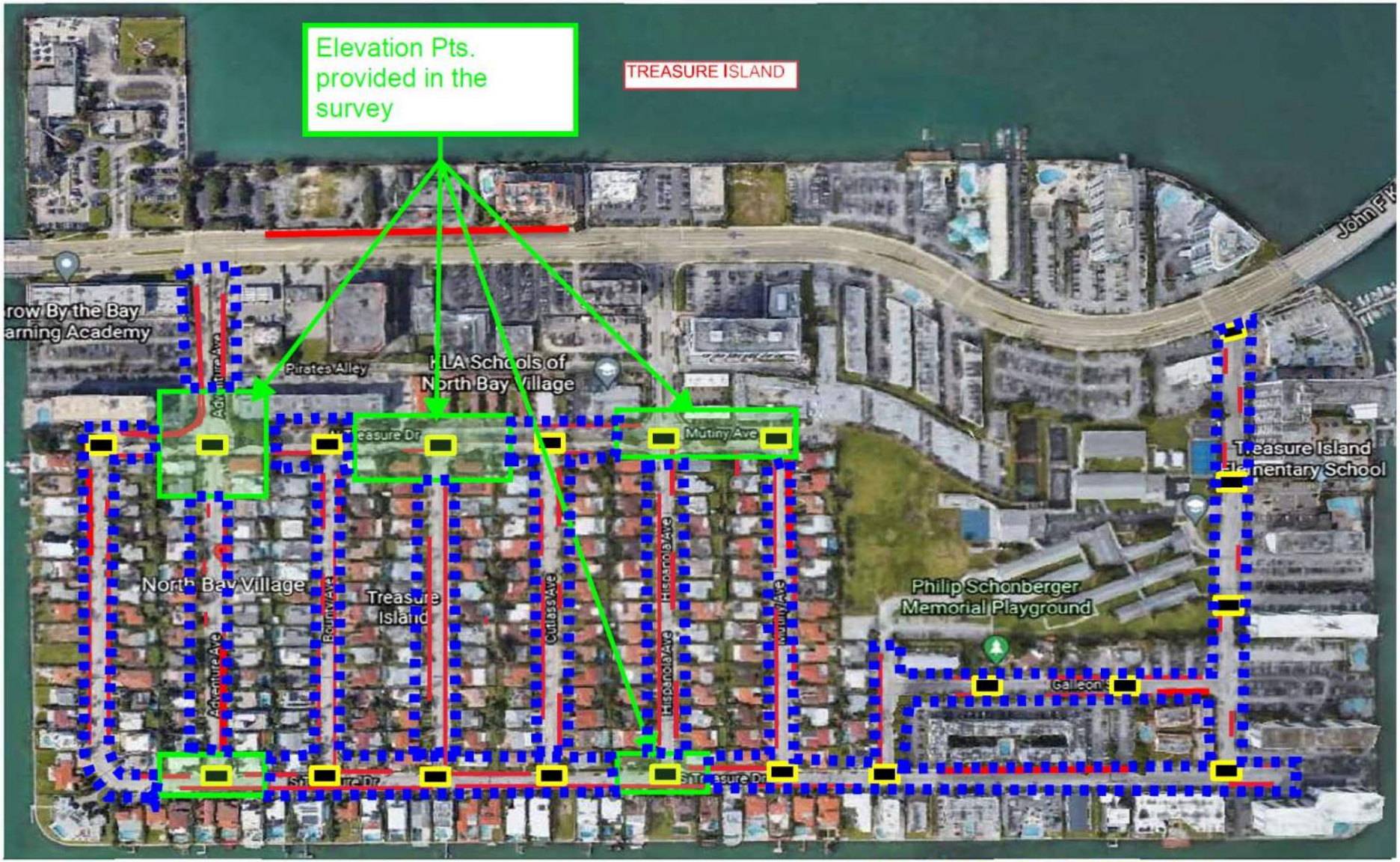
SUBSURFACE UTILITY ENGINEERING: Client shall be aware that GPR Technology is not 100% accurate. Depending on factors such as and not limited to soil type, soil moisture, size of underground utility, type of underground utility, depth of underground utilities; some utilities may not be detected by GPR. GPR will detect the presence of the utility but not the type. HC will do its best to identify the type of utility, but it may occur that some detected utility remains unidentified. Area to be located with GPR should be clean without mayor vegetation, debris or any structure that may prevent the use of the equipment. Cleaning, removing of debris or vegetation is not included in this proposal.

PAYMENTS TERMS: Payment is due for HC's completion of each task UPON RECEIPT of HC's Invoices. It is understood that this agreement is between HC and the Client. HC's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by HC. HC's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms, and HC's Standard Terms and Conditions (collectively the "Contract"), which is attached and incorporated by reference as if fully set forth here. The Client's signature shall also constitute a notice for HC to proceed with its Scope of Services. In the event HC is required to enforce any terms of the Contract, Client agrees to pay to HC all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that HC's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client pays to HADONNE CORP. Both HC and the Client may terminate this Proposal after ten (10) days written notice, and upon Client's payment to HC of all outstanding fees and expenses incurred by HC through the date of such written notice.

EXHIBIT "A"


Dr. Paul Vogel Community Park
West Dr
West Dr
West Dr
East Dr
East Dr
East Dr
East Dr
East Dr
Harborisland
3D
SURVEY AREA
crosswalk features
AVAILABLE SURVEY


Miami View Dr
Center Bay Dr
Center Bay Dr
Center Bay Dr
Bay Terrace
North Bay Island
Coquina Dr
Coquina Dr
Coquina Dr
Beach View Dr
Beach View Dr
SURVEY AREA


Elevation Pts. provided in the survey
TREASURE ISLAND
Pirates Alley
Mutiny Ave
Philip Schonberger Memorial Playground
North Bay Village
Treasure Island
Proposed Crosswalks
AVAILABLE SURVEY
SURVEY AREA

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Roger Hogg, Capital Improvements Project Manager

SPONSORED BY:

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AMENDMENT NO. 1 TO WORK ORDER CTA41.01 WITH CRAVEN, THOMPSON & ASSOCIATES, INC. FOR ADDITIONAL DESIGN, PERMITTING, AND BID SUPPORT SERVICES FOR THE TREASURE ISLAND MILL AND OVERLAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $115,160.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON (CIP DIRECTOR ROGER HOGG)**

RECOMMENDATION

It is recommended that the Village Commission approve the amendment to Work Order CTA24.01 with Craven Thompson & Associates for Design, Permitting, and Bidding Support services and construction observation services for the Village's Mill and Overlay Improvement on Treasure Island in the amount of $115,160.00.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission consideration and Approval of an amendment to the Work Order with Craven Thompson & Associates for the design, permitting, and bidding support in the amount of $115,160.00.

The Village engaged Craven Thompson & Associates to provide a cost estimate for the design, permitting, bidding phase services, and construction observation services for the Village's Mill and Overlay Improvements on Treasure Island. The project's objective is to evaluate the pavement and recommend pavement reconstruction in certain areas and mill and overlay the entire residential neighborhood. The improvements will also consist of stamped asphalt crosswalks within the project limits. The approximate length of roadway to be reconstructed and/or milled and overlayed is 11,000 LF on Treasure Island only. The limits of work are West Treasure Drive, Jewel Avenue, South Treasure Drive and the south Right of

Way of North Treasure Drive.

The Consultant is to provide all project management, investigation, analysis, permitting, utility coordination, and civil engineering services necessary for roadway, signing & pavement markings, and crosswalk improvements along the following street on Treasure Island:

- S Treasure Drive
- Adventure Avenue
- Bounty Avenue
- Buccaneer Avenue
- Cutlass Avenue
- Hispanola Avenue
- Mutiny Avenue
- Jewel Avenue

The project includes but is not limited to roadway milling and resurfacing, signing & pavement markings, utility coordination, and permits. All maps, plans, and designs are to be prepared with English values in accordance with the FDOT Design Manual. The Consultant is to provide original and requested hard copies of all construction documents at final submittal, and submit a CD containing all CADD project files to the Village at the conclusion of the project.

The current amendment expands the scope of improvements to include an additional 5,800 LF of roadway on Treasure Island, including West Treasure Drive, Jewel Avenue, South Treasure Drive, and the south right-of-way of North Treasure Drive and Galleon Street.

It is recommended that the Village Commission approve the amendment to Work Order CTA24.01 with Craven Thompson & Associates for Design, Permitting, and Bidding Support in the amount of in the amount of $115,160.00.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name: Project funding from CITT, Project# TF24-02, Roads & Streets (115.18.541.6308).

GL Line-Item Number: 115-18-541-6308
Total Budget Allocated: $115,160
Encumbered Amount: $115,160
Remaining Balance: $55,100
Amount Requested: no change

The fees for the additional work will be reallocated from the existing Purchase Order per the attached revised Exhibit 1. A new task, Task 7, will be created in the amount of $39,660 to be utilized for the requested additional work. The Amendment will remove $19,600 from Task 6 and add $20,060 from the Contingency of $35,000 to Task 7. This will leave $14,940 remaining in Contingencies. All previous tasks have been completed for the original Work Order 24.01.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution - WO Craven TI Mill and Overlay Project.DOCX
Exhibit A-Work Order CTA24.01 -Amendment .pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF AMENDMENT NO. 1 TO WORK ORDER CTA41.01 WITH CRAVEN, THOMPSON & ASSOCIATES, INC. FOR ADDITIONAL DESIGN, PERMITTING, AND BID SUPPORT SERVICES FOR THE TREASURE ISLAND MILL AND OVERLAY IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $115,160.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 12, 2023, the North Bay Village ("Village") Commission adopted Resolution No. 2023-155 selecting various consultants pursuant to Request for Qualifications No. 2023-005 (the "RFQ") for continuing professional general architectural and engineering services and authorizing the Village Manager to negotiate and execute agreements with the various consultants; and

WHEREAS, pursuant to the Resolution, the Village entered into an agreement on April 19, 2024, with Craven, Thompson & Associates, Inc. (the "Consultant"), as one of the selected firms (the "Agreement"); and

WHEREAS, the Village requires additional design, permitting, and bid support services ("Additional Services") for the Treasure Island Mill and Overlay Improvements Project (the "Project"); and

WHEREAS, the Village previously issues Work Order No. CTA24.01 to the Consultant for services related to the Project; and

WHEREAS, in accordance with the terms of the Agreement, the Village solicited and the Consultant submitted a proposal to provide the Additional Services for the Project as further described in Amendment No. 1 to Work Order No. CTA24.01 attached hereto as Exhibit "A" ("Amendment No. 1"); and

WHEREAS, the Village Commission desires to authorize the Village Manager to issue Amendment No. 1 to the Consultant to perform the Services for the Project in an amount not to exceed $115,160.00, in substantially the form attached hereto as Exhibit "A, consistent with the Agreement previously entered into between the Village and Consultant; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest

and welfare of the residents of the Village.

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to issue Amendment No. 1 to Work Order CTA24.01 to the Consultant in substantially the form attached hereto as Exhibit "A," consistent with the Agreement previously executed in an amount not to exceed $115,160.00.

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

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

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

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

PASSED AND ADOPTED on this ___ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

WORK ORDER No. CTA24.01

Amendment 1

September 17, 2025

NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT

TREASURE ISLAND MILL AND OVERLAY

PROFESSIONAL SERVICES

This Work Order between North Bay Village, a Florida municipal corporation ("VILLAGE"), and Craven, Thompson & Associates, Inc. authorized to transact business in Florida ("CONSULTANT"), is pursuant to the General Professional Engineering and Architectural Services Contract RFQ No. 2023-005 dated April 19, 2024 and expiring on April 19, 2029.

PROJECT DESCRIPTION

The CONSULTANT will provide additional design, permitting, bidding phase services and construction observation services for the VILLAGE's Mill and Overlay Improvements on Treasure Island. The project objective is to evaluate the pavement and recommend pavement reconstruction in certain areas and mill and overlay for the entire neighborhood. The original Work Order identified 9,200 LF of roads with the neighborhood and this additional Work Order will address the remaining 5,800 LF. The improvements will also consist of stamped asphalt crosswalks within the Project limits. The approximate length of roadway to be reconstruction and/or milled and overlayed is 5,800 LF on Treasure Island only. The fees for the additional work will be reallocated from the existing Purchase Order per the attached revised Exhibit 1. A new task, Task 7, will be created in the amount of $39,660 to be utilized for the requested additional work. The Amendment will remove $19,600 from Task 6 and add $20,060 from the Contingency of $35,000 to Task 7. This will leave $14,940 remaining in Contingencies. All previous tasks have been completed for the original Work Order 24.01.

GENERAL REQUIREMENTS

Design Standards

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

Quality Control

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

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

Project Schedule

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

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

Permitting

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

- VILLAGE Engineering-Building Permit

Permitting services associated with the project design have been previously provided and the project permits are included in the Contract Documents for public advertisement. The CONSULTANT will provide permit closure services as discussed in the Scope of Services. All permitting through the VILLAGE's Building Department will be the responsibility of the selected General Contractor.

SPECIFIC SCOPE OF SERVICES

The Amended Scope of Services to be provided are as follows:

Task 6 – Limited Post Design Services has been removed from the Contract.

Task 7

Project Coordination & Data Collection

As part of this task, the CONSULTANT will attend two (2) meetings to provide general project coordination and work planning. The CONSULTANT will prepare and distribute meeting minutes for each progress meeting.

This task also includes survey work to provide base sheets for the proposed improvements based on available aerials from Miami Dade County.

Moreover, this task includes geotechnical services to obtain geotechnical data to provide evaluations and recommendations for roadway reconstruction and roadway milling and overlay.

Deliverables:

- Meeting minutes (electronic)
- Survey Base Sheets and associated work products (electronic)

60% Design Documents

The CONSULTANT staff will develop the detailed design of 60% plans and specifications. The updated survey data will be incorporated into the Civil drawings to reflect actual field conditions. The 60% design submittal will include the following:

- Cover Page
- General Notes
- Plan Sheets - Roadway Improvements
- Civil Detail Sheets

Deliverables:

- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF format

90% Design Documents

The CONSULTANT staff will advance the 60% design documents to a 90% stage. Comments from the 60% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the VILLAGE for review and approval prior to submittal to permitting agencies. One meeting is planned with VILLAGE staff to review the 90% submittal. Comments provided by staff will be incorporated into the final drawings.

Deliverables:

- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF format.

Permitting

The CONSULTANT staff will attend permit coordination meetings and prepare permit applications, including required attachments such as reports and signed and sealed drawings, to obtain permits from the following agencies:

- North Bay Village

Payment of application and permit fees shall be the sole responsibility of the VILLAGE. The CONSULTANT staff will request checks from the VILLAGE prior to the submittal of permit applications to cover any associated fees.

Deliverables:

- Completed NBV permit application and required attachments

Final Design Documents

The CONSULTANT staff will advance the 90% design documents to a final stage. Comments from the 90% design submittal will be incorporated, and the drawings will be finalized and prepared for submission to the VILLAGE. One meeting is planned with VILLAGE staff to review the final submittal. A final Engineer's Opinion of Probable Construction Cost will be provided to the VILLAGE.

Deliverables:

- Two hard copies bound 11 x 17 plan sets with one electronic copy in PDF

PROJECT ASSUMPTIONS

- VILLAGE shall provide access to site.
- VILLAGE shall provide existing electronic CAD files, if available. It is the CONSULTANT'S responsibility to verity accuracy.
- It is the CONSULTANT's responsibility to verity existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the VILLAGE, as an amendment to this Work Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the AGREEMENT. The VILLAGE, as indicated in the AGREEMENT, will pay for these services.

Additional services may include, but not be limited to:

- Construction Observation Services
- Field Survey
- Project design modifications
- Public Involvement Services or attendance at Commission meetings
- Construction Phase Services if needed beyond the contract duration of 2 months

- Additional project meetings and/or additional onsite visits
- Village Building Department coordination or permitting/permitting close out.

PERFORMANCE SCHEDULE

CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed. We anticipate the following construction schedule:

- 60% Plan Preparation completion - 60 days from NTP
- 90% Plan Preparation completion - 105 days from NTP
- 100% Plan Preparation completion - 150 days from NTP
- Construction - TBD

PROJECT FUNDING

Performance of this project is at the VILLAGE's discretion and may be contingent upon the VILLAGE receiving funding and work shall not begin until the VILLAGE provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation or Not to Exceed method of compensation. For reference, the compensation amount is based on the total hourly rates payable by the VILLAGE for each of the CONSULTANT's employee categories, reimbursable expenses, if any, and sub- consultant fees, if any, as shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the VILLAGE's approved pay application request form. The CONSULTANT shall submit the pay application request to the VILLAGE's Project Manager for review and approval. Once the VILLAGE's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the VILLAGE's accounts payable department via email (Pwdocuments@nbvillage.com) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

The professional services fee total does not change. Funds will be reallocated in the following amount:

Task 7 - Project Coordination & Data Collection	$39,660.00	Lump Sum
60% Documents, 90% Documents, Permitting		
Final Documents		
Tasks 1-5	$60,060.00	
Contingency	$14,940.00	Allowance
Direct Expenses	$500.00	Allowance
Total Lump Sum	**$ 115,160.00**	

VILLAGE CONTACTS

Requests for payments should be directed to North Bay Village Accounts Payable via e-mail to Pwdocuments@nbvillage.com after getting approval from the VILLAGE's Project Manager. All other correspondence and submittals should be directed to the attention of Name of *Jean Lilavois*, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the VILLAGE project number and title as stated above.**

Jean Max Lilavois *Project Manager* North Bay Village Village Hall, 3rd Floor Public Works 1666 Kennedy Causeway North Bay Village, FL 33141 (305) 756-7171 jlilavois@nbvillage.com	**Roger Hogg, PE** *Capital Improvements Director* Capital Improvements Department North Bay Village Village Hall, 3rd Floor Public Works 1666 Kennedy Causeway North Bay Village, FL 33141 (305) 756-7171 Ext. 29 RHogg@nbvillage.com

CONSULTANT CONTACTS

Patrick Gibney, PE
Craven Thompson & Associates, Inc.
3563 NW 53rd Street
Fort Lauderdale, FL 33309
Email: pgibney@craventhompson.com
Phone: (954) 739-6400

SIGNATURE PAGE
NORTH BAY VILLAGE

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

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

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Work Order No.: CTA 24.01 Amendment 1
Project No.: RCP22-00
Project Name: Mill and Overlay Treasure Island
Design and Construction Services
Consultant: Craven, Thompson & Associates, Inc.
Contract No.: RFQ No.2023-005

SIGNATURE PAGE
CONSULTANT/CONTRACTOR

WITNESSES:

Anita Gehring
Anita Gehring
[Witness print/type name]

Jennifer MacDonald
Jennifer MacDonald
[Witness print/type name]

(CORPORATE SEAL)

CRAVEN THOMPSON & ASSOCIATES, INC. CORPORATE SEAL 1962 FLORIDA

CRAVEN, THOMPSON & ASSOCIATES, INC.

Patrick J. Gibney, P.E., V.P., Engineering
[Print Name, check title]

☐ President ☒ Vice President
☒ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Thomas A. McDonald, C.F.O.
[Print Name]

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17th day of September, 2025, by Patrick J. Gibney, P.E. (name of person) as Vice President, Engineering (type of authority) for Craven, Thompson & Associates, Inc. (name of party on behalf of whom instrument is executed).

Patricia A. Gilbert
Notary Public PATRICIA A. GILBERT
(Print, Stamp, or Type as Commissioned)

PATRICIA A. GILBERT MY COMMISSION EXPIRES MARCH 23, 2026 #HH 201434 Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

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

Exhibit A - Work Break Down Fee Schedule

North Bay Village - Work Order No. CTA24.01 - Amendment 1
Village Project No. RCP22-00
Contract No. RFQ #2023-005
Treasure Island Mill and Overlay
CTA Proposal No. 2024-H07.099

5/2/2024
Rev **8/14/2025**

EXHIBIT 1
STAFF TIME ESTIMATE

Personnel	Hourly	Hours per Task									Totals	
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8			
		BG 001	BG 001	BG 001	BG 001	BG 001	BG 002	BG 004	BG 004	BG 003	Hours	Cost
Administration												
Administrative Assistant	$95.00					4					4	$380.00
Sub Total											4	$380.00
Engineering												
Principal Engineer	$280.00										0	$0.00
Sr. Supervising Engineer/Sr. Project Manager	$250.00	8	4	4	4	4		**24**			48	$12,000.00
Senior Engineer/Project Manager	$185.00	8	16	12	8	16		**44**			104	$19,240.00
Project Engineer	$155.00	8	24	24	8	24		**84**			172	$26,660.00
Senior CADD Technician	$115.00		40	40		40		**64**			184	$21,160.00
Sub Total											508	$79,060.00
Construction												
Director of Const. Management	$185.00										0	$0.00
Construction Manager	$175.00										0	$0.00
Senior Field Representative	$135.00										0	$0.00
											0	$0.00
Sub Total											0	$0.00
Surveying												
Principal Surveyor	$225.00										0	$0.00
Professional Land Surveyor/Land Surveyor	$180.00	8						**8**			16	$2,880.00
Project Surveyor	$155.00	12						**12**			24	$3,720.00
Survey CADD / GIS Technician	$115.00	16						**16**			32	$3,680.00
Survey Crew -Laser Scan (3-Man)	$330.00										0	$0.00
Survey Crew (1-Man)	$120.00										0	$0.00
Survey Crew (2-Man)	$170.00										0	$0.00
Survey Crew (3-Man)	$200.00										0	$0.00
Sub Total											72	$10,280.00
Landscape Arch./ Planning												
Principal Landscape Arch./Planner	$225.00										0	$0.00
Sr. Supervising Landscape Arch.	$200.00										0	$0.00
Senior Landscape Architect	$175.00										0	$0.00
Landscape Architect	$150.00										0	$0.00
Project Landscape Designer	$150.00										0	$0.00
Project Planner	$150.00										0	$0.00
Senior CADD Technician	$115.00										0	$0.00
Sub Total											0	$0
Cost per Task		$9,860.00	$12,280.00	$11,540.00	$3,720.00	$12,660.00	$0.00	**$39,660.00**	$0.00	$0.00		$89,720.00
Budget per Task		$9,860.00	$12,280.00	$11,540.00	$3,720.00	$12,660.00	$0.00	**$39,660.00**	$0.00	$0.00		$89,720.00
Subconsultants												
Tierra South Florida		$10,000.00										$10,000.00
												$0.00
												$0.00
Subconsultants Sub Total		$10,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$10,000.00
Total		$19,860.00	$12,280.00	$11,540.00	$3,720.00	$12,660.00	$0.00	**$39,660.00**	$0.00	$0.00		
Direct Expenses										$500.00		$500.00
Funds Remaining in PO # 8885									**$14,940.00**	$0.00		$14,940.00
Grand Total		$19,860.00	$12,280.00	$11,540.00	$3,720.00	$12,660.00	$0.00	**$39,660.00**	$14,940.00	$500.00		**$115,160.00**



CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 971
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. CE00011

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DESCRIPTION:	BY:	DATE:

DATE:
SCALE:
DESIGN BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

NORTH BAY VILLAGE
TREASURE ISLAND ROADWAY IMPROVEMENTS

PREPARED FOR:
NORTH BAY VILLAGE

EXHIBIT

Patrick J. Gibney
Florida P.E. No. 49428
August 8, 2025

PROJECT NO.
24-0022-001-01

EX-1

SHEET 1 OF 1

\\ctofile02\Eng\Projects\2024\24-0022-001-01 North Bay Village\Drawings\Exhibits\24-0022-001-01- limits -exhibit.dwg [EX] Aug 08, 2025 1:53pm JTHOMAS

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Lakeesha Morris-Moreau, Grant Professinal

SPONSORED BY: Village Manager Frank Rollason

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM (WAP) FOR CONSTRUCTION OF THE NORTH BAY VILLAGE ISLAND WALK NORTH PLAZA PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to submit a Grant Application to the Florida Inland Navigation District for the Island Walk North Plaza Project.

BACKGROUND AND ANALYSIS

Funding Source: Florida Inland Navigation District (FIND)
Program Title: FY2026-27 Waterways Assistance Program
Grant Request: $886,270
Match Required: $886,270

The Florida Inland Navigation District recently released a Request for Proposals for the 2026 Waterways Assistance Program. This program supports local governments in developing projects that enhance or expand public access to waterways.

North Bay Village was awarded $740,100 for the construction phase of the Island Walk North Plaza (the “Project”) in 2022; however, the contract expired in 2025 due to delays in obtaining the property owner, the Florida Department of Transportation (FDOT), 's approval of the design. The Florida Inland Navigation District has granted permission for the Village to reapply now that FDOT has approved the final design. The Village is preparing the construction bid

documents and aims to begin construction in the Fall of 2026. The North Plaza functions as the gateway to the Island Walk, offering waterfront access for visitors and residents. Additionally, the Village has an active $1,000,000 grant from the Florida Department of Transportation for design and construction that will be used to meet FIND's matching requirements.

It is recommended that the Village Commission authorize the Village Manager to submit a Grant Application to the Florida Inland Navigation District for the Island Walk North Plaza Project.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

This grant requires a $1:$1 match based on the amount awarded by FIND. The Village's match requirement will be met using the grant award from the Florida Department of Transportation [FDOT].

The upfront costs of the project will be paid from GL 320.61.630.6203.

PERSONNEL IMPACT

The Public Works Department will oversee the grant.

ATTACHMENTS

Resolution - FIND Grant Application - WAP Island Walk.DOCX

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM (WAP) FOR CONSTRUCTION OF THE NORTH BAY VILLAGE ISLAND WALK NORTH PLAZA PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING CERTIFICATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village (the "Village") Commission desires to increase recreation and open space availability by providing public access to the Biscayne Bay Intercoastal Waterway; and

WHEREAS, the purpose of the Florida Inland Navigation District (the "District") Waterways Assistance Program is to assist local governments within the District to perform waterways improvement projects; and

WHEREAS, the Village Commission desires to apply for funding through the FY 2026-2027 Florida Inland Navigation District Waterways Assistance Program for $886,270 to support the Island Walk North Plaza Phase II Project (the "Project"); and

WHEREAS, the Project consists of constructing a publicly accessible waterfront plaza area that serves as the gateway to the Island Walk; and

WHEREAS, the Village has the ability and intention to finance its share of the cost of the Project (minimum 50% of project cost), and the Project will be operated and maintained at the expense of the Village; and

WHEREAS, the Village accepts the terms and conditions set forth in FIND Rule 66B-2 F.A.C., which will be a part of the Project Agreement for any assistance awarded under the Village's proposal; and

WHEREAS, the Village will carry out the Project in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been or is received from the District; and

WHEREAS, the Village will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement; and

WHEREAS, the Village will make available to the District if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, request for the final 10% of the funding agreed to by the District; and

WHEREAS, the Village Commission desires to authorize the Village Manager to submit a Waterway Assistance Program application and execute any and all subsequent agreements or documents with the District to accept funding of the Project; and

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

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 confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Authorization. That the Village Commission supports and authorizes the Village Manager to submit an application for $886,270 to the FY 2026-2027 Florida Inland Navigation District Waterways Assistance Program for the Project.

Section 3. Implementation. That the Village Manager is authorized to execute any subsequent agreements, amendments, extensions, or documents with the District to accept funding for the Project, subject to the Village Attorney's approval as to form, content and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

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

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

PASSED AND ADOPTED on this ___ day of _____, 2026.

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.F

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Lakeesha Morris-Moreau, Grant Professinal

SPONSORED BY: Village Manager Frank Rollason

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AWARD IN THE AMOUNT OF $60,327.80 FOR PLAYGROUND IMPROVEMENTS AT THE DR. PAUL VOGEL COMMUNITY PARK AND THE PHILIP SCHONBERGER MEMORIAL PLAYGROUND; APPROVING THE FY 2025 CDBG CONTRACT WITH MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission accept the grant award from Miami-Dade County for the North Bay Village Playground Improvement Project.

BACKGROUND AND ANALYSIS

Funding Source: Miami-Dade County

Program Title: FY2025 Community Development Block Grant

Grant Award: $60,327.80

Match Required: N/A

Miami-Dade County (the “County”) administers the Community Development Block Grant (CDBG) Program, with the primary objective of promoting the development of viable urban communities. The Village requested and was awarded $60,327.80 in CDBG funds to support

the North Bay Village Playground Improvements Project. The Project consists of installing shade structures at the Dr. Paul Vogel Community Park and the Philip Schonberger Memorial Playground.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Grant Award: $60,327.80

Match Required: N/A

No matching funds are required for this grant. The Village will be accountable for any expenses exceeding the awarded grant amount.

PERSONNEL IMPACT
The Public Works Department will oversee the grant.

ATTACHMENTS
Resolution Accepting CDBG Award - Parks Playground Equipment.DOCX
Exhibit A-2025 CDBG Contract-NBV Playground Improvements.pdf

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AWARD IN THE AMOUNT OF $60,327.80 FOR PLAYGROUND IMPROVEMENTS AT THE DR. PAUL VOGEL COMMUNITY PARK AND THE PHILIP SCHONBERGER MEMORIAL PLAYGROUND; APPROVING THE FY 2025 CDBG CONTRACT WITH MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") owns and operates public parks and recreational facilities for the benefit of its residents; and

WHEREAS, the Village has identified the need for improvements to the playgrounds located at the Dr. Paul Vogel Community Park and the Philip Schonberger Memorial Playground (the "Project") to enhance accessibility, safety, and recreational opportunities; and

WHEREAS, Miami-Dade County (the "County") administers the Community Development Block Grant (CDBG) Program with the primary objective of promoting the development of viable urban communities; and

WHEREAS, the Village applied for funding under the CDBG Program to support the Project, which consists of installing shade structures on the playgrounds of the Village parks; and

WHEREAS, the County has awarded the Village CDBG funding in the amount of $60,327.80 for the Project (the "Grant"); and

WHEREAS, the Village Commission desires to accept the Grant and approve the Agreement between the County and the Village, in substantially the form attached hereto as Exhibit "A" ("Agreement"); and

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

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

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

Section 2. Grant Accepted. That the Village Commission hereby accepts the Grant.

Section 3. Approval. That the Village Commission hereby approves the Agreement in substantially the form attached hereto as Exhibit "A."

Section 4. Authorization. That the Village Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit "A," and any required or related agreements, amendments, or documents that are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency. The Village Manager is further authorized to execute future renewals and extensions of the Agreement without further Village Commission approval.

Section 5. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

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

PASSED AND ADOPTED on this ___ day of _____, 2026.

_____
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

Resolution Number: R-666-25
Awarded Amount: $60,327.80
UEI Number: MJXPWHNYB1L5

CDBG 2025
Non Profit

FY 2025 COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
NORTH BAY VILLAGE

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "County" and **North Bay Village**, hereinafter referred to as "Awardee" and having offices at **1666 Kennedy Causeway, North Bay Village, FL 33141**, and telephone number of **(305) 756-7171** states conditions and covenants for the rendering of Community, Economic or Housing activities hereinafter referred to as "North Bay Village" for the County through its Housing and Community Development hereinafter referred to as "HCD," and having its principal offices at 701 N.W. 1 Court, 14th Floor, Miami, Florida 33136, collectively referred to as the "Parties."

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant (CDBG) Program was authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting the development of viable urban communities; and

WHEREAS, the Awardee provides it will develop activities of value to the County and has demonstrated an ability to provide these activities; and

WHEREAS, the County is desirous of obtaining such activities of the Awardee, and the Awardee is desirous of providing such activities; and

WHEREAS, the County has appropriated in Resolution No. **R-666-25** up to **$60,327.80** in CDBG funds (plus any Program Income awarded by the Board of County Commissioners, which may be added to the Contract by Amendment) to the **Activity North Bay Village Playground Improvements** located at **7920 West Drive, North Bay Village, FL 33141, and 1851 Galleon Street, North Bay Village, FL 33141**. All CDBG funds except those awarded to County Departments and municipalities, are awarded in the form of a loan that is forgivable if the national objective is met pursuant to the terms and conditions set forth herein, including but not limited to Section II, W(2) (a)(1) (2); and

WHEREAS, nothing in this Contract shall in any way be utilized to request documentation relating to or authorizing consideration of an agency's social, political, or ideological interests when determining if the agency is a responsible vendor or give a preference to an agency based on the agency's social, political, or ideological interests; and

WHEREAS, the Awardee shall carry out the Activities defined and set forth in Attachment A, "Scope of Services", in Miami-Dade County or the focus area(s) of the county.

NOW, therefore, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

EFFECTIVE TERM OF AGREEMENT:

This Agreement shall begin on **January 1, 2026**.
This Agreement shall expire on **June 30, 2027**.

AMOUNT OF AGREEMENT:

Subject to the availability of funds, the amount of funds which may be disbursed, in accordance with this Agreement, may not exceed **$60,327.80**.

SAMPLE

I. DEFINITIONS

HCD	**Housing and Community Development or its successor Department.**
24 CFR part 570 – CDBG Regulations	**Federal regulations implementing Title I of the Housing and Community Development Act of 1974, as amended - Community Development Block Grant.** .
Awardee	**Recipient of CDBG funds from Miami-Dade County**
Activities or Projects	**The provision by Awardee of services, set forth more fully herein and in the Scope of Services, which ultimately provide services or Affordable Housing for low-income individuals and families whose incomes do not exceed 80% of Area Median Income ("AMI"), as defined by the United States Department of Housing and Urban Development ("U.S. HUD").**
Area Median Income(AMI)	**Houshhold income for the median household for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR Part 570.**
Community Development Corporation	**A local agency that is organized to meet community development needs with particular emphasis on the economic development, housing and revitalization needs of low- and moderate-income area residents and which is receptive to the needs expressed by the community.**
Developer	**Awardee acting as the production agent for the delivery of the Affordable Housing units identified in Attachment "A" of this agreement, if applicable.**
Local	**Having headquarters in Miami-Dade County or having a place of business located in Miami-Dade County from which the Contract or Subcontract will be performed.**
Low- and Moderate-Income Individual or Family	**A person or family whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR part 570.**
Very Low Income Individual or Family	**A person or family whose annual income does not exceed 50% of the median income for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR part 570.**
Contract Records or Agreement Records	**Any and all books, records, documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed, electronic or electrical, however collected, preserved, produced, developed, maintained, completed, received or compiled by or at the direction of the Awardee or any subcontractor in carrying out the duties and obligations required by the terms of this contract, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.**

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Effective Term of Agreement	**The Effective Term of this Agreement is the duration of time listed above as the "EFFECTIVE TERM OF AGREEMENT".**
Federal Award	**Any federal funds received by the Awardee from any source during the period of time in which the Awardee is performing the obligations set forth in this contract.**
2 CFR Part 200	**Shall mean as amended, replaced or supplemented from time to time.**
Property	**The real property as described by legal description in any loan documents executed between Awardee and the County and any real property of Awardee or Related or Affiliated Entities (as defined herein) acquired or improved upon with funds awarded pursuant to this Agreement or on which funds awarded pursuant to this Agreement are anticipated to be used.**
Project Completion	**The issuance of a Closeout letter by HCD to Awardee.**
Policies and Procedures Manual	**HCD's Policies and Procedures Manual f/k/a Contract Compliance Manual provided to Awardee at contract execution by the Portfolio Manager**
Subcontractor or Subconsultant	**Any individual or firm hired on a contractual basis by the Awardee for the purpose of performing work or functions cited on the Action Step Format (Attachment "A1) of this contract.**
Subcontract	**Any contractual agreement between a Subcontractor and the Awardee.**

II. THE AWARDEE AGREES**:**

A. The Awardee shall carry out the Activities defined and set forth in **Attachment A**, "Scope of Services," which is incorporated herein and attached hereto, in the County or the focus area(s) of the County. Awardee acknowledges and agrees that the purpose of CDBG funds is to benefit low- and moderate-income persons. Therefore, Awardee shall carry out the Activities in such a manner as to satisfy a National Objective.

Unless Awardee is a County Department or sovereign government entity, Awardee shall be required to execute for the benefit of the County a promissory note and, as applicable and as described in this Agreement, a mortgage or other security instrument or restrictive covenant as determined by the County in its absolute and sole discretion to be in the best interest of the County to ensure the National Objective is met. If Awardee is a County Department or sovereign government entity, the CDBG funds shall be awarded in the form of a conditional grant which shall be repaid by Awardee upon written demand from the County if Awardee fails to meet a National Objective. Notwithstanding any other provision of this Agreement, if Awardee is a County Department or sovereign government entity, Awardee shall not be required to execute on behalf of the County a promissory note, mortgage or other form of security.

B. Insurance Requirements

Upon HCD's notification, the Awardee shall furnish to the Department's Community Development t Division (CD), 701 N.W. 1 Court, 14th floor, Miami, Florida 33136, relevant certificate(s) of Insurance evidencing insurance coverage as detailed in **Attachment B-1(A-30)**. The effective coverage start

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date of **applicable** insurances shall not be later than the date of the Agreement execution and shall be approved by Miami-Dade County's Internal Services Department prior to any reimbursement being processed. All certificates and insurance updates must identify the names of the Awardee and the Activity being funded through this Agreement. The Awardee shall provide Builder's Risk Insurance and/or Flood Insurance (if applicable) upon the issuance of the Notice to Proceed with an effective date for coverage commencing on the Notice to Proceed date.

Any changes to the required insurance policies, including coverage renewals, must be submitted to HCD through a formal notice immediately upon occurrence throughout the Agreement period.

If the Awardee fails to submit the required insurance documents in the manner prescribed in these requirements within sixty (60) calendar days after the Board of County Commissioners' approval, the Awardee shall be in default of the terms and conditions of the Agreement.

C. Certificate of Continuity

The Awardee shall be responsible for ensuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the Agreement period, including any and all option years, if applicable. In the case of construction and major rehabilitation activities, the Awardee must have the coverage cited in **Attachment B-1(A-30)** of this Agreement at the time that it begins construction on the project. If the insurance certificates are scheduled to expire during the Agreement period, the Awardee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Agreement period, the County shall suspend the Agreement until the new or renewed certificates are received by the County in the manner prescribed in the requirements; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement. Prior to execution of the Agreement by the County and commencement of the contracted services, the Awardee shall obtain all insurance required under this Section and submit same to the County for approval. All insurance shall be maintained throughout the term of the Agreement.

D. Indemnification

The County shall not assume any liability for the acts, omissions to act or negligence of the Awardee, its agents, servants or employees; nor shall the Awardee exclude liability for its own acts, omissions to act, or negligence arising out of the Awardee's performance pursuant to this Agreement. The Awardee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Awardee or its employees, agents, servants, partners principals or subcontractors. The Awardee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Awardee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Awardee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or Awardee (if Awardee is a sovereign government entity. Nothing herein shall be construed to extend the County's or Awardee's liability (if Awardee is a sovereign government entity) beyond that provided in section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the County or Awardee (if Awardee is a sovereign government entity) to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.

E. National Objective

In accordance with 24 CFR section 570.208 of the federal regulations, the Awardee shall be required to achieve the national objective of ***Benefit to Low and Moderate Income Persons or Households (LMI).*** (See Attachment B-2). Awardee shall execute and deliver to the County, simultaneous with

this Agreement, a Promissory Note committing to repay the funds provided by the County pursuant to this Agreement in the event that Awardee fails to meet the national objective. In the event the CDBG funds subject to this Agreement are to be used for the acquisition or improvement of real property, the Awardee shall also be required to give the County a mortgage or other security instrument to be determined at the absolute and sole discretion of the County Mayor or Mayor's designee in order to secure the loan described in this Agreement. Title work and a title insurance policy, if so required in the absolute and sole discretion of the County Mayor or Mayor's designee in order to adequately secure the loan set forth herein, shall be paid for by Awardee. Awardee understands that the County may be liable to the United States Department of Housing and Urban Development ("HUD") for repayment of the federal funds loaned to Awardee pursuant to this Agreement in the event that HUD determines that Awardee has failed to meet the national objective. **AWARDEE WAIVES ANY RIGHT TO OBJECT TO THE REPAYMENT OF FUNDS, PURSUANT TO THIS AGREEMENT AND/OR THE PROMISSORY NOTE, IN THE EVENT THAT HUD DETERMINES THAT THE AWARDEE HAS NOT MET THE NATIONAL OBJECTIVE.** The County shall have all rights and remedies in law and equity to seek repayment of funds loaned to Awardee pursuant to this Agreement.

F. Documents and Reporting Requirements

The Awardee shall submit documents to HCD or report on relevant information to HCD as described below and provide any other documents in whatever form, manner, or frequency as prescribed by HCD. These will be used for monitoring progress, performance, and compliance with this Agreement and for compliance with applicable County and Federal requirements.

1. Certificates of Insurance

The original certificate, as set forth in **Attachment B-1(A-30)** to be received by HCD within the first month of this Agreement period, and submitted with each payment request, including any renewals, prior to payments made by the County. The effective date of the coverage must coincide with the beginning date of this agreement.

2. Progress Reports

a. The Awardee shall submit each quarter a status report using the form attached hereto as **Attachment C**, "Progress Report," as it may be revised by HCD, which shall describe the progress made by the Awardee in achieving each of the Activities, objectives and action steps identified herein, including but not limited to Attachment A and Attachment A-1.

The Awardee shall ensure that HCD receives each report in triplicate (or as indicated) no later than 10 days after the quarter ends.

The Awardee shall submit to HCD a cumulative account of its activities under this agreement by completing the following portions of the Progress Report Form:

Section I – General Information

Section II - Financial Information

The Awardee must report expenditure information based on approved budgeted line items to reflect all costs incurred during the reporting period. In addition, the Awardee shall report on Program Income, depicting the twenty percent (20%) to be paid to the County quarterly as well as Awardee's usage of Program Income for each contracted activity.

Section III - Status of Contracted Activities:

The Awardee must report specific information regarding the status of the contracted activities, including accomplishments and/or delays encountered during the implementation of the project and an unduplicated count of clients served during the reporting period (if applicable) for each federally defined ethnic category. Awardees engaged in construction and/or housing rehabilitation projects

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shall report on the progress of their activities including the number of housing units completed and occupied by low-moderate and low income residents. The Awardee shall also report demographic information on each head of household. Each goal and corresponding objective(s), as indicated in the approved Scope of Services, must be addressed as part of this report. Awardees engaged in job creation projects shall report on the progress of their activities including the names of businesses assisted, the number of jobs created and the income qualification of individuals holding the jobs created.

50% and 70% Benchmark Reporting: At the time Awardee has been paid or otherwise received fifty percent (50%) and seventy percent (70%) of the Agreement Funds, Awardee must report -- on the next progress report due -- and submit documentation to show sufficient to show that Awardee has accomplished 50% and 70%, respectively, of the Activities described herein. For Awardees engaged in construction and/or housing rehabilitation projects, Awardees shall report on the progress of their activities including the number of housing units completed and occupied by low-moderate and low income residents. The Awardee shall also report demographic information on each head of household. Each goal and corresponding objective(s), as indicated in the approved Scope of Services, must be addressed as part of this report. Awardees engaged in job creation projects shall report on the progress of their activities including the names of businesses assisted, the number of jobs created and the income qualification of individuals holding the jobs created.

In conjunction with the progress reports submitted, Awardee shall submit the Performance & Benefit Data Supplement (the “Supplement”) to the Quarterly Expenditure & Progress Report. The Supplement shall be considered a part of the progress reports due pursuant to this Agreement.

Section IV - Contract and Subcontract Activity Report:

Contract and Subcontract Activity Report (First and Third Quarter Progress Report) - The Awardee shall report to HCD the number of business activities involving minority vendors, including subcontractors performing work under this Agreement. The "Contract and Subcontract Activity Report" Section in Attachment C, and when applicable Section 3 in the same Attachment shall be completed semiannually by the Awardee and submitted to HCD no later than 10 days after the first and third quarter.

Section V - Neighborhood Employment Opportunities:

Neighborhood Employment Opportunities Report (First and Third Quarter Progress Report) - The Awardee shall report to HCD the number of target and service area residents who have received employment opportunities from federally financed and assisted projects and activities.

The Neighborhood Employment Opportunities Report shall be submitted using the Progress Report Form attached hereto as a Section in **Attachment C**, as it may be revised. This section of the form shall be completed semiannually by the Awardee and submitted to HCD no later than 10 days after the first and third quarter.

The Awardee shall submit to the County, in a timely manner, any other information deemed necessary by the County to show Awardee has performed its obligations set forth in this Agreement and to show U.S. HUD that Awardee has met the national objective, and its presentation shall comply with the format specified at the time of the request. Failure to submit the Progress Reports or other information in a manner satisfactory to the County by the due date shall render the Awardee in noncompliance with this Agreement. The County may require the Awardee to forfeit its claim to payment requests or the County may invoke the termination provision in this Agreement by giving five (5) days written notice of such action to be taken.

b. Quarterly Reporting when Subcontractors are Utilized

Awardees are advised that when Subcontractors or Subconsultants are utilized to fulfill the terms and conditions of this Agreement, Miami-Dade County Resolution No. 1634-93 will apply to this Agreement. This resolution requires the Awardees to file quarterly reports as to the amount of Agreement monies received from the County and the amounts thereof that have been paid by the Awardee directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

c. Unspecified Site(s) Objective - If the Awardee has not yet identified a location to carry out any of the activities described in **Attachment A**, the Awardee shall submit, in triplicate, Progress Reports, using the form attached hereto as part of **Attachment C**, on a monthly basis until such time as the Awardee complies with the provisions contained within Section II, Paragraph F.4. of this Agreement. Copies of the above described Progress Report shall be received by HCD no later than the tenth (10th) day of each month and shall address the progress undertaken by the Awardee during the previous month. This Progress Report shall not be required if the Awardee is submitting the Progress Reports required by Section II, Paragraph F.2.a and Paragraph F.3.

3. Annual Report (Fourth Quarter Progress Report) and Final Report -The Awardee shall submit a cumulative status report (hereinafter referred to as "Annual Report") using the "Progress Report" specified in Section II, Paragraph F.2.a. above, which shall describe the progress made by the Awardee in achieving each of the National Objectives identified in **Attachment A** during the previous year. The “Annual Report" must cover the CDBG fiscal year beginning on January 1 and ending on December 31 and shall be received by HCD no later than 10 days after the year ends. The Final Progress Report submitted by Awardee shall include a summary of services and accomplishments Awardee performed and achieved throughout the term of this Agreement and shall be accompanied by sufficient documentation to show Awardee has met the CDBG National Objective. For Activities where the National Objective is job creation, the Final Progress Report shall include documentation sufficient to prove to U.S. HUD that Awardee met the National Objective. Awardee shall report all Program Income earned during the year and shall pay to the County all Program Income earned unless directed expressly, in writing, to otherwise by the County.

4. Environmental Review - The Awardee immediately upon locating or determining a site for each of the "Unspecified Site" activities to be carried out pursuant to this Agreement, shall submit information detailing the location of each site for which a Site Environmental Conditions Statement will be prepared. The Environmental Review is to be prepared on information contained in **Attachment D**, "Information for Environmental Review Form."

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on the County’s determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

5. Audit Report - The Awardee shall submit to HCD an annual audit report in triplicate as required by Section II, Paragraph L of this Agreement, as set forth below. The Awardee shall submit a written statement from its auditing firm to confirm that it has cleared any non-

compliance issues stated in the audit, and a written statement from the Auditor that the audit complies with all applicable provisions of 24 CFR § 84.26, part 200, and 2 CFR part 200.

6. Personnel Policies and Administrative Procedures - The Awardee shall submit detailed documents describing the Awardee's internal corporate or organizational structure, property management and procurement policies and procedures, personnel management, accounting policies and procedures and policies and procedures governing the federally funded activity, etc. Such information shall be submitted to HCD at contract execution.

7. Inventory Report - The Awardee shall report annually all nonexpendable personal and real property purchased with CDBG funds from this and previous agreements with the County as specified in Section II, Paragraph W of this Agreement.

8. Affirmative Action Plan - The Awardee shall report to HCD information relative to the equality of employment opportunities whenever so requested by HCD.

9. Disclosure of Related or Affiliated Parties - At the time of contract execution, or at any other time at the request of the County, Awardee shall disclose to the County all Related or Affiliated Parties. Related or Affiliated Parties shall mean persons, corporations, partnerships, or other business entities (a) which have a direct or indirect ownership interest in Awardee, (b) which have a parent or principal thereof which has a direct or indirect ownership interest in Awardee, (c) whose members appointed by Awardee, or (d) which the County deems in its sole discretion to be a Related or Affiliated Party of Awardee. The Awardee shall report this information to the County upon forming the relationship or, if already formed, shall report it immediately. Any supplemental information shall be reported quarterly in the required Progress Report. This provision shall be construed broadly to the benefit of the County. Non-compliance with these requirements will be considered a default, which may result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through HCD for a period of three years.

10. Reporting on financial Status, Bankruptcy, Real Property, or Personal Property – Awardee shall notify the County in writing within ten (10) days of the occurrence of any of the following as to Awardee or any Related or Affiliated Parties:

    a. Any anticipated or pending lis pendens, foreclosure action, arrearage, default, late payment regarding any property of Awardee or Related or Affiliated Parties, including properties not related to this Agreement. Awardee shall also provide the County with a copy of all court filings, notices of default, arrearage or late payment, or any other documents relevant to the disclosures required herein.

    b. Any legal encumbrance on the Property not permitted in writing by the County.

    c. Any default or arrearage on any loan, Note or other debt or obligation for which the Property is security.

    d. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver.

    e. Any action, activity, facts, or circumstances that would materially impair performance by Awardee of all the terms and conditions of this Agreement.

    Failure to comply with these reporting requirements shall constitute a default and shall entitle the County to seek any and all remedies available at law, equity and pursuant to this Agreement.

11. **Disclosure of Related or Affiliated General Contractor(s) or Subcontractor(s)** - At the time of contract execution, or at any other time at the request of the County, Awardee shall disclose to the County all Related or Affiliated General Contractor(s) or Subcontractor(s). Related or Affiliated General Contractor(s) or Subcontractor(s) shall mean any person or entity hired by Awardee to perform any part of this Agreement and which shares an owner, shareholder, officer, partner, member, parent, or principal with Awardee. The Awardee shall report this information to the County at contract execution or upon forming the relationship,

if after contract execution, any supplemental information shall be reported quarterly in the required Progress Report. This provision shall be construed broadly to the benefit of the County. Non-compliance with these requirements will be considered a default, which may result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through HCD for a period of three years.

12. Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, the Awardee, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. The Awardee, its agents and/or representatives shall also provide the County with the contact information for the Awardee, its, agents and/or representatives.

G. Lobbying Prohibition

1. The Awardee shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.

2. The Awardee shall disclose to HCD if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative Agreement, on a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Awardee shall ensure that the language in this Section II, Paragraph G.1. and G.2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative Agreements) and to ensure that all subrecipients shall certify and disclose accordingly in connection with this activity.

H. Federal, State, and County Laws and Regulations

Rules, Regulations and Licensing Requirements

1. The Awardee shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Awardees are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, chapter 553, Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities. The Awardee will also comply 2 CFR Part 200, and with the applicable procedures specified in HCD's Policies and Procedures Manual **provided at contract execution to the Awardee by the Portfolio Manager** , which are incorporated herein by reference, receipt of which is hereby acknowledged, and as they may be revised.

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2. The Awardee agrees to abide by Chapter ll-A, Code of Miami-Dade County ("County Code"), as amended, applicable to non-discrimination in employment, housing and public accommodation on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income, as amended; and applicable to non-discrimination in employment, housing and public accommodation; and 24 CFR part 570.607.

3. Awardee shall comply with, and cause all subcontracts to require compliance with, the Florida Statutes, the Miami-Dade County Code of Ordinances, and all applicable building codes, including the Miami-Dade County Building Code and any applicable municipal building code. Failure of Awardee or any subcontractor of Awardee to so comply with these requirements, which includes but is not limited to engaging in construction or repairs without proper building permits or unlicensed professionals engaging in work which requires a license, shall cause this Agreement to be voidable by the County at the County's absolute and sole discretion. In the event the County voids this Agreement for failure to comply with the requirements of this section, Awardee shall forfeit any right to payment pursuant to this Agreement, regardless of when Awardee's or the subcontractor's noncompliance becomes known to the County.

4. The Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap and requires a minimum number of units to be accessible to persons with disabilities; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency. The Awardee also agrees to comply with the Domestic Violence Leave codified as sections11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Awardee.

5. If the amount payable to the Awardee pursuant to the terms of this Agreement is in excess of $100,000, the Awardee shall comply with all applicable standards, orders, or regulations, issued pursuant to section 306 of the Clean Air Act of 1970 (42 U.S.C.A. Ch. 85) as amended; the Federal Water Pollution Control Act (33 U.S.C. § 1251), as amended; section 508 of the Clean Water Act (33 U.S.C. § 1368); Environmental Protection Agency regulations; and Executive Order 11738.

6. Assurance of Compliance with Section 504 of the Rehabilitation Act - The Awardee shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by HCD within the term of this Agreement or the Affordability Period.

7. Americans with Disabilities Act (ADA) of 1990 - The Awardee shall attest to; and submit the required Disability Non-discrimination Affidavit assuring compliance with all applicable requirements of the laws listed below including but not limited to, those provisions pertaining to employment, provisions and program services, transportation, communications, access to facilities, renovations, and new construction.

8. Affirmative Action/Non-Discrimination of Employment, Promotion, and Procurement Practices (Ordinance #98-30) - All firms with annual gross revenues in excess of $5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the Regulatory and Economic Resources Department. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of

the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Regulatory and Economic Resources Department. Firms claiming exemption must submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their bid/proposal.

Any bidder/respondent which does not provide an affirmative action plan and procurement policy may not be recommended by the County Mayor for award by the Miami-Dade Board of County Commissioners.

9. Domestic Violence Leave Affidavit - Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance. Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

10. Code of Business Ethics - In accordance with section 2-8.1(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall adopt a Code of Business Ethics ("Code") and shall submit an affidavit stating that the Awardee has adopted a Code that complies with the requirements of section 2-8.1(i) of the Miami-Dade County Code (Form A-12). section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, also requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-9093.

11. Public Entity Crimes - Pursuant to Paragraph 2(a) of section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a Awardee, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category TWO ($10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Awardee warrants and represents that it has not been placed on the convicted vendor list. The Awardee agrees that should

Miami-Dade County discover that the Awardee's representations regarding the list are false, this Agreement shall be terminated on the discretion of Miami-Dade County. Further, should the Awardee be placed on the list at any time during this Agreement Miami-Dade County shall have the right to terminate this agreement

12. Criminal Conviction - Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Failure of the Awardee to disclose this information as required may lead to the termination of this agreement by Miami-Dade County.

If Awardee, or any owner, subsidiary, or other firm affiliated with or related to the Awardee, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with Awardee. Any contract entered into based upon a false affidavit, as listed below, and submitted pursuant to this resolution shall be voidable by the County:

(a) Miami-Dade County Vendor Affidavit Form
(b) Criminal Record Affidavit
(c) Public Entity Crime Affidavit
(d) Related-Party Disclosure Information
(e) Miami-Dade County Affidavit Regarding Delinquent and Currently Due Fees or Taxes
(f) Affirmative Action Affidavits
(g) Current on all County Contracts, Loans, and Other Obligations Affidavit
(h) Financial and Conflicts of Interest Affidavit
(i) Collusion Affidavit

If any attesting firm violates any of the Acts below during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit.

The applicable Acts are as follows:

i. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. §§ 12101-12213 and 47 U.S.C. §§ 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

ii. The Rehabilitation Act of 1973, 29 U.S.C. § 794;

iii. The Federal Transit Act, as amended 49 U.S.C. § 1612;

iv. The Fair Housing Act as amended, 42 U.S.C. § 3601-3631.

In addition to the requirements in the Agreement, the Awardee agrees to comply with all the provisions of 24 CFR part 570.502, 24 CFR part 570.503, and 24 CFR part 570,subpart K (24 CFR part 570.600 – 570.614), including the following:

Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
section 109 of the Housing and Community Development Act (24 CFR part 6)
Labor standards (24 CFR part 570.603; 29 CFR part 5).
Environmental standards.
National Flood Insurance Program.
Uniformed Relocation Act.
Employment and contracting opportunities.
Lead-based paint regulations.
Eligibility of contractors or sub recipients.
Uniform administrative requirements and cost principles.

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Conflict of interest.
Executive Order 12372.
Eligibility of certain resident aliens.
Architectural Barriers Act and the Americans with Disabilities Act.

13. **CDBG-Related Requirements**

(a) **National Objective** - Awardee must perform the Activities described herein in a manner in which Awardee meets the national objective of benefit to low-and-moderate-income persons. Awardee shall ensure and maintain documentation, acceptable to the County in its sole and absolute discretion, that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity which provides benefit to low- and moderate-income persons, as defined in the CDBG Regulations.

(b) The Awardee shall comply with all applicable provisions of 24 CFR part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein. If the Awardee is a primarily religious entity, it shall comply with all provisions of 24 CFR part 570.200 (j).

(c) The Awardee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR part 24 and 24 CFR part 570.606(b): (b) the requirements of 24 CFR part 570.606(c) governing the Residential Antidisplacement and Relocation Assistance plan under section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The County may preempt the optional policies). The Awardee shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG assisted project. The Awardee also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

(d) For each activity or portion of activity described in **Attachment A** hereto for which a location has not yet been identified, the Awardee shall obtain, immediately after a site is identified by the Awardee, HCD's written environmental clearance statement and shall agree in writing to comply with any and all requirements as may be set forth in the Site Environmental Clearance Statement.

(e) The Awardee shall cooperate with HCD in informing the appropriate CDBG citizen participation structures, including the appropriate area committees, of the activities of the Awardee in adhering to the provisions of this Agreement. Representatives of the Awardee shall attend meetings of the appropriate committees and citizen participation structures, upon the request of the citizen participation officers, HCD, or the County.

(f) The Awardee shall make a good faith effort to address the concerns of the residents of the affected area. The Awardee shall cooperate with HCD in informing the appropriate CDBG citizen participation structures, including the appropriate area committees, of the activities of the Awardee in adhering to the provisions of this Agreement. Representatives of the Awardee shall attend meetings of the appropriate committees and citizen participation structures, upon the request of the citizen participation officers, HCD, or the County.

(g) For activities involving acquisition, rehabilitation and/or demolition of property and which require the relocation of families, individuals, businesses and/or industries, the Awardee shall submit a written notification to the Community Planning and Outreach Division of HCD prior to relocating, evacuating, and/or dispersing any and all legal occupants who reside at this property on the basis of a long or short term lease. When the legality of an occupant (individual, family, business, and/or industry) is in question, the Awardee shall contact the above mentioned unit prior to making a determination. Awardees receiving CDBG funds shall adhere to 24 CFR part 50 and/or part 58 and to the rules and regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. The Awardee shall adopt Affirmative Marketing

Procedures and requirements for CDBG assisted projects. These procedures must consist of actions to provide information and attract eligible persons from all racial, ethnic and gender groups to the available services. The Awardee shall annually assess its affirmative marketing program to determine if the procedures used to comply with the requirements specified in Public Law 88-352 and Public Law 90-284 successfully meet these requirements. The Awardee shall submit to HCD its Affirmative Marketing Plan no later than 60 days from the date this Agreement is executed.

(h) For Housing, Rehabilitation, and Construction activities all conditions in this section will apply throughout the regulatory period identified in the national objective. Throughout that period, the Awardee will be required to submit an annual report regarding their compliance with the national objective, and HCD will have the right to monitor the activity.

(i) In the event the CDBG funds subject to this Agreement are to be used for the acquisition or improvement of real property, the Awardee shall also be required to give the County a mortgage or other security instrument to be determined at the absolute and sole discretion of the County Mayor or Mayor's designee in order to secure the loan described in this Agreement.

(j) The Awardee shall comply with all applicable uniform administrative requirements as described in 24 CFR part 570.502.

(k) For Special Economic Development projects, Awardee is responsible for understanding 24 CFR part 570.209, which describes HUD's underwriting and project analysis requirements. These requirements include, but are not limited to, the analysis of Awardee's financing gap or rate of return gap, project feasibility, and the reasonableness of costs and Awardee's or owner's equity return. Awardee agrees to defer to the County's analysis of the Activity as conducted in compliance with the CDBG Regulations, including but not limited to 24 CFR part 570.209, including Appendix A, as well as OMB guidance on using federal funds. Awardee understands that in the event that the Activity fails the analysis conducted pursuant to 24 CFR part 570.209, Awardee shall have the opportunity to renegotiate this Agreement by modifying the Activity to improve the Activity to the County's satisfaction or to terminate this Agreement with each party paying their own costs, fees and damages (as applicable).

(l) If Awardee is a municipality, the Awardee acknowledges that the County will perform an underwriting and project analysis to determine the financing gap or rate of return gap, project feasibility, and the reasonableness of costs and Awardee's or owner's equity return. Awardee agrees to defer to the County's analysis. Awardee shall have the opportunity to renegotiate this Agreement by modifying the Activity to improve the Activity to the County's satisfaction or to terminate this Agreement with each party paying its own costs and fees (as applicable).

(m) <u>For all infrastructure projects involving construction, the Awardee shall comply with the Build America Buy America Act (BABA) enacted as part of the infrastructure Investment and Jobs Act, which establishes a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects.</u>

I. Conflicts with Applicable Laws

If any provision of this Agreement conflicts with any applicable law or regulation including but not limited to, 24 CFR part 570, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible.

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However, the obligations under this Agreement, as modified, shall continue and all other provisions of this Agreement shall remain in full force and effect. The County's determination on whether a provision conflicts shall be final and binding.

J. Board of Directors

If the Awardee is a Community Development Corporation (CDC), HCD shall have the option to appoint a representative to the Awardee's board of directors. This representative shall not be considered in the counting of a quorum and shall have no voting privileges.

K. Construction

If the Awardee engages in, procures, or makes loans for construction work, the Awardee shall:

1. Contact the HCD representative noted in Section IV, Paragraph M of this Agreement, prior to taking any action, to schedule a meeting to receive compliance information.

2. Comply with the Awardee's procurement and pre-award requirements and procedures which, at a minimum, shall adhere to all applicable federal standards as outlined in 2 CFR part 200.

3. Comply with the Davis-Bacon Act; Copeland Anti-Kick Back Act (18 U.S.C. §§ 874 et seq.); Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 et seq.); and Lead-Based Paint Poisoning Prevention Act as amended on September 15, 1999; and other related acts, as applicable.

4. Ensure that its contractors and subcontractors are classifying workers properly for Davis-Bacon and Internal Revenue Code purposes and that they maintain proper documentation to support worker classification. In reviewing certified payrolls, the County will be alert to anomalies, and in such cases will consult with federal agencies such as the Internal Revenue Service, the Department of Labor and the Department of Housing and Urban Development.

5. Ensure that all contractors and subcontractors submit all certified payrolls as required by the Davis Bacon Act to HCD through Elations software or any other method as required by HCD.

6. Submit to HCD for written approval all proposed Solicitation Notices, Invitations for Bids, and Requests for Proposals prior to publication.

7. Submit to HCD all construction plans and specifications and receive HCD's approval prior to implementation.

   Contact the HCD representative noted in Section IV, Paragraph M, prior to scheduling a pre-construction conference. In accordance with industry standards, HCD will hold ten percent (10%) of the total grant award as a retainer until the construction work is determined by HCD, in its sole discretion, to be fifty percent (50%) completed, At the time that the construction work is determined by HCD to be fifty percent complete, the retainer will be reduced to 5% until the work is completed, Completion shall occur when a Certificate of Occupancy is issued.

8. The County shall have the right to insert itself as construction manager and assign Professional Staff and Technical Assistance from the Housing and Community Development to assist the project if the County's staff determines that the Awardee has been unable to consistently achieve the work and units described within the time frames of the action step format of this agreement. Such involvement may result in a reduction of a maximum of 5% of the Agreement's award to cover the cost of the technical assistance. The Awardee shall cooperate and comply with all requests made by such staff.

9. Execute and record, at the County's request, any of the following documents in order to ensure the Property is used as defined and described in **Attachment A** of this Agreement:

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a. Promissory Note
b. Mortgage
c. Loan Agreement
d. Restrictive Covenant
e. Rental Regulatory Agreement
f. Collateral Assignment of leases, rents and Contract Rights
g. UCC-1 Rider
h. Title Insurance Policy

10. The Awardee will be required to comply with the Maximum Development Cost per Unit. The "Maximum Development Cost per Unit" means the Total Development Cost, as defined herein, looking at all funding sources and not just County funds, divided by the total number of units. For the purposes of determining the Maximum Development Cost per Unit on construction or rehabilitation projects, the "Total Development Cost" shall mean the total cost of completing the entire project, from acquisition to the issuance of Certificate of Occupancy, including, but not limited to, the costs for design, planning, zoning, variances, financing costs, legal costs, construction, and permitting. For construction and rehabilitation projects, the cost of land acquisition shall be deducted from the Total Development Cost. In addition, construction costs associated with non-housing features included in a project or those not deemed by HCD to be amenities expected of, typically provided with or appurtenant to affordable housing units, may be deducted from the Total Development Cost by the Mayor or Mayor's designee.

The Maximum Total Development Cost will be limited to cost to develop, whether new construction or substantial rehabilitation, as approved in the Affordable Housing Guidelines (as may be updated from time to time via a Request for Application), an approved Credit Underwriting Report, or other such approvals.

11. Awardee shall comply or provide the County with bonds sufficient for the County to comply with Florida section 255.05, Florida Statutes.

12. Art in Public Places: Development/construction projects on County land are subject to the Art in Public Places ("AIPP") provisions in section 2.11.15 of the Miami-Dade County Code, Administrative Order 3-11, and the Dade County Guide to AIPP. This includes all improvements that are built on County land under long-term leases or other long-term agreements, even if privately financed and privately owned during the term of the lease. The Awardee shall transmit 1.5% of all construction costs (as defined by the AIPP Program) to the Miami-Dade County Department of Cultural Affairs for the implementation of the AIPP program and the contract(s) with the artist(s) for the improvements to the Project shall be between the artist(s) and the AIPP Trust, and the contractor, as applicable, in accordance with the AIPP Program. The County will work collaboratively with the Awardee on the implementation of the AIPP program pursuant to the requirements of said program. This sum shall be included in the Awardee's Projected Hard Costs.

13. By entering into this Contract, the Awardee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Awardee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

14. If County has a good faith belief that Awardee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Awardee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Awardee shall be liable for any additional costs incurred by the County because of such termination.

15. In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Awardee has otherwise complied with its requirements under those statutes, then Awardee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

16. Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Awardee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection.

17. By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Developer is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

    This compliance includes the Developer providing an affidavit that it does not use coercion for labor or services. This attestation by the Developer shall be in the form attached as the Human Trafficking Affidavit (the "Affidavit"), which is attached hereto as **Attachment K** and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

    This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Developer violates Section 787.06, F.S., during the term of this Contract, even if the Developer was not in violation at the time it submitted its Affidavit.

18. By entering into this Contract, the Developer affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Developer further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Developer is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Developer; or c) the Developer is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Developer shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as **Attachment L** and incorporated herein by reference. For purpose of this agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

L. Audits and Records

1. **Nonprofit** organizations that expend $750,000 or more annually in federal awards shall have a single or program specific audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit requirements except when they elect to have a program-specific audit.. Nonprofit organizations expending federal awards of $750,000 or more under only one federal program may elect to have a program-specific audit performed, in accordance with 2 CFR Part 200 Subpart F. Awardees who will be receiving, or who have received, federal awards for loans or loan guaranteed programs may be required to conduct audits of those programs in accordance with regulations of the federal agencies providing those guarantees or loans.

2. **Nonprofit and for profit entities** that expend less than $750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Part 200, Subpart F , although their records must be available for review (e.g., inspections, evaluations). Such agencies that receive less than $750,000 in federal funds, but more than $25,000, in combined Federal awards must submit to the County annual compilation reports that describe their performance. To achieve uniformity regarding the reporting format, such documents must comply with the accounting industry standards by communicating an independent accountant's (1) expression of limited assurance on FINANCIAL STATEMENTS as a result of performing inquiry and analytic procedures (Review Report); (2) results of procedures performed (Agreed-Upon Procedures Report); (3) non-expression of opinion or any form of assurance on a presentation in the form of financial statements information that is the representation of management (Compilation Report); or (4) an opinion on an assertion made by management in accordance with the Statements on Standards for Attestation Engagements (Attestation Report). For nonprofit entities receiving less than $25,000 in federal funds, the agency must submit their annual IRS Form 990.

3. When the requirements of 2 CFR Part 200 Subpart F apply, an audit shall be conducted for each fiscal year for which federal awards attributable to this Agreement have been received by the Awardee. Each audit shall include a fiscal review, which includes a validation of all program generated income and its disposition, especially attributable to CDBG funds, an internal control review, and a compliance review as described in 2 CFR Part 200. A copy of the audit report in triplicate must be received by HCD no later than six months following the end of the Awardee's fiscal year.

4. If an audit is required by Paragraph L of this Agreement, but the requirements of 2 CFR Part 200 Subpart F do not apply the Awardee may choose to have an audit performed either on the basis of the Awardee's fiscal year or on the basis of the period during which HCD-federal assistance has been received. In either case, each audit shall cover a time period of not more than twelve (12) months and an audit shall be submitted covering each assisted period until all the assistance received from this Agreement has been reported on. Each audit shall adhere to all other audit standards of 2 CFR Part 200, as these may be limited to cover only those services undertaken pursuant to the terms of this Agreement. A copy of the audit report in triplicate must be received by HCD no later than six months following each audit period

5. The Awardee shall maintain all Contract Records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement.

6. The Awardee shall maintain all Contract Records that document all actions undertaken to accomplish the "Scope of Services" outlined in **Attachment A** in this Agreement and in accordance with 24 CFR part 570.506; 570.503.

7. The Awardee shall ensure that the Contract Records shall be at all times subject to and available for full access and review, inspection, or audit by County and federal personnel and any other personnel duly authorized by the County.

8. The Awardee shall include in all HCD approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this Agreement and defined by HCD, each of the record-keeping and audit requirements detailed in this Agreement. HCD shall, in its sole discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above.

9. The County reserves the right to require the Awardee to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Awardee's expense. The Awardee shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Awardee shall retain all records pertaining to this Agreement and upon request make them available to the County for four years following expiration of the Agreement. The Awardee agrees to provide

such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

10. The Awardee shall ensure that its auditors share their audit results with and must submit the audit report to HCD within six months after the conclusion of the audit period.

11. Pursuant to County Ordinance No. 03-2, the Awardee will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Awardee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allow ability and allocability of costs.

M. Protected Records and Documents

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates privacy, security and electronic transfer standards including but not limited to:

1. Use of information only for performing services required by the Agreement or as required by law;

2. Use of appropriate safeguards to prevent non-permitted disclosures;

3. Reporting to Miami-Dade County of any non-permitted use or disclosure;

4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;

5. Making Protected Health Information (PHI) available to the customer;

6. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and

8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

N. Retention of Records

1. The Awardee shall retain all Contract Records for a period of at least seven (7) years following the final Close-Out of the Activity/Project (hereinafter referred to as "Retention Period") subject to the limitations set forth below. The final Close-Out of the Activity/Project is the date when HCD provides written notification of such. Under no circumstances shall Awardee dispose of any Contract Records prior to Awardee providing the County sufficient documentation to show that the HOME Regulations were fully complied with in Awardee's performance of its obligations under this Agreement and has received confirmation from HCD that the Activity/Project has been finally Closed-Out in the U.S. HUD IDIS system. Upon Awardee's request in writing for confirmation of said final Close-Out, HCD shall provide Awardee in writing either confirmation of final Close-Out or a list of documentation required in order to proceed toward final Close-Out.

2. If the County or the Awardee have received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the services provided pursuant

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to the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of HCD, fully, completely and finally resolved.

3. The Awardee shall allow the County, federal personnel, or any person authorized by the County full access to and the right to examine any of the Agreement records during the required Retention Period.

4. The Awardee shall notify HCD in writing, both during the pendency of this Agreement and after its expiration as part of the final closeout procedure, of the address where all Agreement records will be retained.

5. The Awardee shall obtain written approval of HCD prior to disposing of any Agreement records within one year after expiration of the Retention Period.

O. Provision of Records and Proprietary Rights and Information

1. The Awardee shall provide to HCD, upon request, all Agreement records. These records shall become the property of HCD without restriction, reservation, or limitation of their use. HCD shall have unlimited rights to all books, articles, or other copyrightable materials developed for the purpose of this Agreement. These unlimited rights shall include the rights to royalty-fees; nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the information for public purposes.

2. If the Awardee receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the Awardee shall provide a copy of each report and any follow-up communications and reports to HCD immediately upon such issuance unless such disclosure is a violation of the rules or policies of the regulatory agencies issuing the reports.

3. Proprietary Information

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Awardee acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Agreement, the Awardee will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter “Computer Software”). All third-party license agreements must also be honored by the Awardees and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Awardees’ employees with the approval of the lessor or Awardees thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Awardee will report to the County any information discovered or which is disclosed to the Awardee which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Awardee's authority to prevent improper use, disclosure or removal.

4. Proprietary Rights

a) The Awardee hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished

by the County to the Awardee hereunder or furnished by the Awardee to the County and/or created by the Awardee for delivery to the County, even if unfinished or in process, as a result of the Services the Awardee performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Awardee as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Awardee shall not, without the prior written consent of the County, use such documentation on any other project in which the Awardee or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Awardee to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Awardee and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

c) Accordingly, neither the Awardee nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Awardee, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Awardee's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Awardee and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Awardee hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

5. Public Records Law

a. Awardee acknowledges that the County is subject to chapter 119, Florida Statutes, known as the “Public Records Law”. As such, items considered to be public records under the Public Records Law related to this Agreement shall be disclosed by the County upon a public records request in accordance with law.

b. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HCD CUSTODIAN OF PUBLIC RECORDS AT 786-469-4126, Lizette.Capote@miamidade.gov, 701 NW 1st Court, 16th Floor, Miami, FL 33136.**

c. Many agencies contracting for CDBG funds are not considered “contractors” as defined in section 119.0701, Florida Statutes. However, where Awardee is a “contractor,” as defined in section 119.0701, Florida Statutes, meaning that Awardee has entered into a contract for services with the County and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, the following shall apply:

d. Contractor shall comply with the Florida public records law, specifically to:

i. Keep and maintain public records required by the County to perform the service.

ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

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

e. A request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the contractor of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

i. If a contractor does not comply with the County's request for records, the County shall enforce these requirements in accordance with the Agreement.

ii. A contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10 Florida Statutes.

f. The contractor shall be liable in any civil action brought due to contractor’s violation of Florida’s public records laws, and shall indemnify the County as described in this Agreement.

P. Audits and Inspectors General

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Awardee or third parties. The provisions in this section shall apply to the Awardee, its officers, agents, employees, subcontractors, suppliers and Related or Affiliated Parties. The Awardee shall incorporate the provisions in this section in all subcontracts and all other Agreements executed by the Awardee in connection with the performance of the Agreement.

Miami-Dade County Inspectors General Review

According to section 2-1076 of the Code of Miami-Dade County, as amended, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be

deducted by the County from progress payments to the selected Awardee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Awardee consents to the powers of the Inspector General. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

Upon ten (10) days prior written notice to the Awardee from the Inspector General or IPSIG retained by the Inspector General, the Awardee shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Awardee's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, worksheets, proposals and Agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the Awardee is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Awardee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Awardee's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Awardee, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Awardee in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Awardee or any third party.

Commission Auditor Access to Records

Pursuant to Ordinance No. 03-2, Awardee shall grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds, including funds awarded to Awardee pursuant to this Agreement.

Q. Prior Approval

The Awardee shall obtain written approval from HCD prior to undertaking any of the following:

1. The engagement or execution of any subcontract(s) or Agreement assignments, wherein CDBG funds will be used to pay for goods or services. The Awardee must submit all proposed agreement documents to HCD at least thirty (30) days prior to the start date of

the agreement. HCD shall have no obligation to approve payment of any expenditure (resulting from an agreement or subcontract) which was incurred prior to the approval by HCD of such agreement or subcontract.

2. The addition of any positions not specifically listed in the approved budget.

3. The modification or addition of all job descriptions for existing staff.

4. The purchase of all nonexpendable personal property not specifically listed in the approved budget.

5. The disposition of all real, expendable personal, and nonexpendable personal property as defined in Section II, Paragraph W.1. of this Agreement.

6. Out-of-town travel not specifically listed in the approved budget.

7. The publication of proposed Solicitation Notices, Invitations for Bids and Requests for Proposals as provided for in Section II, Paragraph K of this Agreement.

8. The disposal of all Agreement records as provided for in Section II, Paragraph N of this Agreement.

9. In the event the Awardee wishes to substitute personnel for the key personnel identified by the Awardee's Proposal, the Awardee must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

R. Monitoring

The Awardee shall permit HCD and other persons duly authorized by HCD to inspect all Agreement records, facilities, equipment, materials, and services of the Awardee which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the Awardee. Following such inspection or interviews, HCD will deliver to the Awardee a report of its findings, and the Awardee will rectify all deficiencies cited by HCD within the specified period of time set forth in the report, or provide HCD with a reasonable justification for not correcting the deficiencies. HCD will determine, in its sole and absolute discretion, whether or not the Awardee's justification is acceptable or if the Awardee must, despite the justification, rectify the deficiencies cited by HCD in its report.

S. Conflict of Interest

The Awardee agrees to abide by the provisions of 24 CFR part 84.42 (24 CFR part 200 for Public Agencies) and 24 CFR part 570.611, all as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Awardee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Awardee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program. The Awardee certifies and represents that no officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

The Awardee shall abide and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended, which is incorporated herein by reference as if fully set forth, in connection with its Agreement obligations hereunder.

The Awardee shall disclose any possible conflicts of interest or apparent improprieties of any party that are covered by the above standards. The Awardee shall make such disclosure in writing to HCD

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immediately upon the Awardee's discovery of such possible conflict. HCD will then render an opinion which shall be binding on all parties.

The Awardee shall submit to HCD, within five business days of execution this Agreement, all updated Conflict of Interest affidavits, Related Party Disclosure statements, including Related or Affiliated General Contractor(s) or Subcontractor(s), list of current Board members, and list of all business associations with the following documents:

- Original Agreement or its subsequent amendments.
- Requests for budget revisions.
- Requests for approval of subcontracts.

Non-compliance with the above requirements will be considered a breach of Agreement, which will result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through HCD for a period of three years.

a) Awardee certifies and represents that there are no undisclosed persons or entities interested with the Awardee in this Agreement. This Agreement is entered into by the Awardee without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Awardee directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Awardee or to the best of the Awardee's knowledge any subcontractor or supplier to the Awardee.

b) Neither the Awardee nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Awardee shall have an interest which is in conflict with the Awardee's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Awardee provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

c) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

d) In the event Awardee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Awardee shall promptly bring such information to the attention of the County's Project Manager. Awardee shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Awardee receives from the Project Manager in regard to remedying the situation.

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U. Publicity, Advertisements and Signage

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The Parties agree that the Awardee is funded by the County for CDBG Activities. Further, the Awardee agrees that all events funded by this Agreement shall recognize the County and the United States Department of Housing and Urban Development (US HUD), as funding sources and that the Awardee shall ensure that all publicity, public relations, advertisements and signs recognize the County and US HUD for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible**.** The Awardee shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County and US HUD are the funding sources. The Awardee shall notify the County of all events and activities involving the Project ten (10) days prior to the activity or event.

When the Awardee obtain(s) the building permit(s), the CD Project Manager at the Department, must be notified in order to request the project sign from Miami-Dade County Internal Services Department (ISD). Within thirty (30) days of the erection of the sign, the CD Project Manager will submit an invoice to the Awardee for payment of the project sign cost. The Awardee is responsible for all costs for replacing any amended, lost, defaced or missing sign. The sign shall remain on the premises at least ninety (90) days after the issuance of the Certificate of Occupancy (CO) or Certificate of Completion (CC).

NO WORK SHALL COMMENCE UNTIL THE PROJECT SIGNS ARE SECURED IN PLACE. THE SIGNS SHALL BE IN ACCORDANCE WITH THE DETAIL SHOWN IN ATTACHMENT F. Payment for furnishing, installing and maintaining the sign shall be under the bid amount for mobilization.

V. Procurement

The Awardee must comply with 2 CFR Part 200 when procuring supplies, equipment, construction, or services. The Awardee must take affirmative steps to procure supplies, equipment, construction, or services to fulfill this Agreement from minority and women's businesses, and to provide these sources the maximum feasible opportunity to compete for subcontracts to be procured pursuant to this Agreement. To the maximum extent feasible, these businesses shall be located in or owned by residents of the Community Development areas designated by HCD in the CDBG application approved by the supervising federal agency.

The Awardee shall assure that all subcontracts or third party agreements contain provisions with stated goals, that low-income residents from Community Development Target and Service Areas be provided with opportunities for employment and training in contracted activities.

In conformance with Section 3 of the Housing and Community Development Act of 1968, the Awardee must direct federal financing assistance towards Target Area residents and ensure that employment and economic opportunities be given to low and very low-income persons, particularly those who are recipients of government assistance for housing according to the guidelines mentioned below:

1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 170l (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, as may be amended from time to time, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Awardee agrees to send to each labor organization or representative of workers with which the Awardee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Awardee's

commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Awardee agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Awardee will not subcontract with any subcontractor where the Awardee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Awardee will certify that any vacant employment positions, including training positions, that are filled (1) after the Awardee is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Awardee's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Fair Subcontracting Policies (Ordinance 97-35)

   All Awardees on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Awardees to provide a detailed statement of their policies and procedures for awarding subcontracts which:

   a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
   b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
   c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
   d) allows local subcontractors to meet with appropriate personnel of the Awardee to discuss the Awardee's requirements; and
   e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Awardee's stated objectives.

All Awardees seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (see Attachment G). The County will not execute this Agreement with Awardees who fail to provide a statement of the Subcontractors Policies and Procedures.

The County reserves the right to either approve or withdraw its consent to a subcontract if it appears to the County, in its discretion and authority, that the subcontract will delay, prevent, or otherwise impair the performance of the Awardee's obligations under this Agreement.

W. Property

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1. Definitions

   a. Property. As defined **on page 2 herein**.

   b. Real Property: Land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.

   c. Personal Property: Personal property of any kind except real property.

      1) Tangible: All personal property having physical existence.

      2) Intangible: All personal property having no physical existence such as patents, inventions, and copyrights.

   d. Nonexpendable Personal Property: Tangible personal property of a nonconsumable nature, with a value of $750 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.

   e. Expendable Personal Property: All tangible personal property other than nonexpendable property.

2. The Awardee shall comply with the real property requirements as stated below:

   a. Any real property under the Awardee's control that was acquired or improved by Awardee or HCD in whole or in part with CDBG funds received from HCD in excess of $25,000 shall be either:

      1) Used to meet one of the three (3) CDBG national objectives until five (5) years after the expiration or termination of this Agreement, or for such longer period of time as determined by HCD in its sole and absolute discretion; or

      2) Not used to meet one of the three (3) CDBG National Objectives. In the event the property is not used to meet one of the national objectives for five (5) years following the expiration or termination of this Agreement or such longer period as determined by HCD, the Awardee shall, in the sole discretion of HCD, either pay to HCD an amount equal to the market value of the property as may be determined by HCD in its sole and absolute discretion, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property or transfer the property to HCD at no cost to HCD. Reimbursement is not required after the period of time specified in Paragraph W.2.a.1., above.

   b. Any real property under the Awardee's control that was acquired or improved in whole or in part with CDBG funds from HCD for $25,000 or less shall be disposed of, at the expiration or termination of this Agreement, in accordance with instructions from HCD.

   c. All real property purchased or improved in whole or in part with funds from this and previous Agreements with HCD, or transferred to the Awardee after being purchased in whole or in part with funds from HCD, shall be listed in the property records of the Awardee and shall include a legal description; size; date of acquisition; value at time of acquisition; present market value; present condition; address or location; owner's name if different from the Awardee; information on the transfer or disposition of the property; and map indicating whether property is in parcels, lots, or blocks and showing adjacent streets and roads. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the

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improvements were made and identify the CDBG national objective that will be met.

d. For awards involving the purchase or improvement of real property, the Awardee agrees to execute a mortgage, loan document, or restrictive covenant for the CDBG award with HCD within 180 days after the execution of this agreement. Failure to comply with this requirement may result in the retraction of the CDBG award for the project and termination of this agreement.

e. All real property shall be inventoried annually by the Awardee and an inventory report shall be submitted to HCD. This report shall include the elements listed in Paragraph W.2.c., above.

Nothing in this section shall be construed to limit the County's right to collect from Awardee the entire amount of CDBG funds awarded pursuant to this Agreement in the event Awardee fails to meet a national objective.

3. Inventory - Capital Equipment and Real Property

All capital items acquired for the project by the Awardee with funds allocated in this Agreement shall be assets of the Awardee and may be secured by a mortgage delivered to the County. A capital item shall be defined as an item that: (1) has a service life in excess of one year; (2) is either complete within itself or is a major component of another item of property; (3) by definition cannot be described either as supplies or materials; (4) will not be consumed or lose its identity; and (5) has a unit cost of $500 or more. Awardee shall notify the County immediately upon acquiring any capital items with funds allocated in this Agreement

The County shall allow the Awardee to retain possession of capital equipment after expiration of this Agreement as long as the Awardee continues to provide the service described in the Scope of Services **(Attachment A)**. If the Awardee disbands, becomes defunct or in any way ceases to exist or if the Awardee ceases to provide the service described in the Scope of Services or another service of value, Awardee shall notify the County immediately and provide instructions describing how the County may take possession of the capital equipment. Awardee shall deliver to the County all documents of title or ownership and shall transfer or assign such ownership rights to the County. Foreclosure of the County mortgage or enforcement of other documents shall not be required in order for the County to claim and take possession of capital equipment.

4. The Awardee shall comply with the nonexpendable personal property requirements as stated below:

a. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous Agreements with HCD shall be listed in the property records of the Awardee and shall include a description of the property; location; model number; manufacturer's serial number; date of acquisition; funding source; unit cost at the time of acquisition; present market value; property inventory number; information on its condition; and information on transfer, replacement, or disposition of the property.

b. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous Agreements with HCD shall be inventoried annually by the Awardee and an inventory report shall be submitted to HCD. The inventory report shall include the elements listed in Paragraph W.3.a., above.

c. Title (ownership) to all nonexpendable personal property purchased in whole or in part with funds given to the Awardee pursuant to the terms of this Agreement shall vest in the County and HCD.

5. The Awardee shall obtain prior written approval from HCD for the disposition of real property, expendable personal property, and nonexpendable personal property purchased or improved in whole or in part with funds given to the Awardee or subcontractor pursuant

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to the terms of this Agreement. The Awardee shall dispose of all such property in accordance with instructions from HCD. Those instructions may require the return of all such property to HCD.

X. Program Income

1. Program Income as defined in 24 CFR part 570.500 (a) means gross income received by the Awardee directly generated from activities supported by CDBG funds. When Program Income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

2. The Awardee shall not, under any circumstances, use Program Income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this Agreement and applicable federal regulations or rules, or any County rules or ordinance.

   a. The Awardee shall report to HCD all cumulative Program Income generated from activities financed in whole or in part by funds from this Agreement, for as long as it receives and/or has control over Program Income generated from this and any previous Agreements with HCD. The Awarded must submit the information for the generated Program Income to HCD with each reimbursement request and quarterly as part of the Fiscal Section of the Awardee's Progress Report as outlined in Section II, Paragraph F.2.a.

      The awardee will submit the Calculation of Program Income form Attachment " L " with every reimbursement request.

   b. The Awardee's use of Program Income shall be for the same activities described in this Agreement and subject to the limitations set forth in this Agreement and as set forth in the CDBG regulations, 24 CFR part 570.504. Awardee acknowledges that the CDBG Regulations require that Awardee spend Program Income before further CDBG funds are drawn down., Awardee agrees that Awardee shall expend the Program Income funds prior to seeking payment of CDBG funds from the County. Twenty percent (20%) of the Program Income Awardee makes, retains or receives shall be paid to the County on a quarterly basis and reported in Awardee's quarterly Progress Report. At the conclusion of the contract period or upon termination of this Contract, Awardee shall immediately pay/return all Contract funds and Program Income to the County.

   c. Should Awardee be granted permission to use Program Income from a revolving loan activity, Program Income must be used only for the same revolving loan activity.

   d. All Program Income from a revolving loan activity, such as loan repayments, interest earned, late fees, and investment income, shall be substantially disbursed to eligible loans, loan-related programmatic costs, and operational costs for the same revolving loan activity before the Awardee may request additional CDBG funds for that activity.

   e. All Program Income from activities other than a revolving loan activity shall be substantially disbursed to carry out other HCD-approved CDBG eligible activities, and to cover operational costs before requesting additional CDBG funds.

   f. Any proceeds from the sale of property as detailed in Section II, Paragraph W.4., above, shall be considered Program Income.

   g. The Awardee shall obtain, as part of the required audit report, validation by a certified auditor of all Program Income and its disposition.

3. Upon expiration or termination of this Agreement or at the end of any program year, the Awardee shall transfer to the County any Program Income funds on hand, and any Program Income accounts receivable to any CDBG funded activities. HCD may require remittance of all or part of any Program Income balances (including investments thereof).

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4. HCD, in its sole and absolute discretion, reserves the right to pursue other courses of action in the retention and use of Program Income generated by the Awardee, and such action shall not require an amendment to this Agreement.

Y. Travel

The Awardee shall comply with the County's travel policies. Documentation of travel expenses shall conform to the requirements of HCD's Policies and Procedures Manual.

Z. Subcontracts and Assignments

1. Unless otherwise specified in this Agreement, the Awardee shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Agreement for breach. When Subcontracting is allowed, the Awardee shall comply with County Resolution No. 1634-93, section 10-34 of the County Code and section 2-8.8 of the County Code.

The Awardee shall ensure that all subcontracts and assignments:

a. Ensure that no contractor, subcontractor or assignee is listed on the U.S. HUD's debarred, suspended, or ineligible contractors list; Awardee shall use, at a minimum, US HUD's Excluded Parties List System to confirm clearance of contractors. The system may be accessed at https://www.sam.gov/ Awardee shall provide to HCD a copy of the site page that indicates the name and the date it was checked. Awardee shall further ensure that no contractor, subcontractor, or assignee is listed on Miami-Dade County's debarred Contractor's List; Awardee shall, at a minimum, check at http://www.miamidade.gov/smallbusiness/business-development-reports.asp to determine if a person or entity is on Miami-Dade County's debarred contractor's list. Awardee shall provide HCD with a printout copy of the site page that indicates the name and the date it was checked.

b. Comply with all CDBG requirements, as applicable, as well as the regulations specified in HCD's Policies and Procedures Manual.

c. Identify the full, correct, and legal name of the party.

d. Describe the activities to be performed.

e. Present a complete and accurate breakdown of its price component.

f. Incorporate a provision requiring compliance with all applicable regulatory and other requirements of this Agreement and with any conditions of approval that the County or HCD deem necessary.

This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service, as may be defined by HCD, set forth in this Agreement. HCD shall in its sole discretion determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above, and;

Result from an open competitive bid process generating a minimum of three bids. Such competitive process shall be described in writing, approved by the Board of Directors and a copy of which submitted to HCD. In such circumstances that open, competitive bids are not feasible or that a minimum of three bids are unobtainable, permission to use other methods of award must be requested in writing and approved by HCD prior to the assignment or award of subcontract. The Awardee agrees that no assignment or sub-contract will be made or let in connection with the Agreement without the prior written approval of HCD, which approval shall not be unreasonably withheld, and that all such sub-contractors or assignees shall be governed by the terms and intent of this Agreement.

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g. Incorporate the language of **Attachment E**, "Certification Regarding Lobbying."

h. Include language stating that the Subcontractor understands and agrees that the County is not a party to the subcontract and has no obligation to the subcontractor.

i. The Awardee shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Awardee and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

2. The Awardee shall incorporate in all consultant subcontracts this additional provision:

The Awardee is not responsible for any insurance or other fringe benefits, e.g., social security, income tax withholdings, retirement or leave benefits, for the Consultant or employees of the Consultant normally available to direct employees of the Awardee. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this subcontract.

3. The Awardee shall be responsible for monitoring the contractual performance of all subcontracts and their progress toward meeting the approved goals and objectives indicated in the attached Scope of Services. Regardless of any approvals by HCD of subcontracts or subcontractors, the Awardee shall bear all risks associated with subcontracting performance of the Activities to a subcontractor.

4. The Awardee shall receive from HCD written prior approval for any subcontract engaging any party who agrees to carry out any substantive programmatic activities as may be determined by HCD as described in this Agreement. HCD's approval shall be obtained prior to the release of any funds to the subcontractor.

5. The Awardee shall receive written approval from HCD prior to either assigning or transferring any obligations or responsibility set forth in this Agreement or the right to receive benefits or payments resulting from this Agreement.

6. Approval by HCD of any subcontract or assignment shall not under any circumstance be deemed to provide for the incurrence of any obligation by HCD in excess of the total dollar amount agreed upon in this Agreement.

7. If the subcontract involves $100,000 or more to provide services listed in the Scope of Services or suppliers to supply the materials, the Awardee shall provide the names of the subcontractors and suppliers to HCD (**Attachment H**).

8. The Awardee agrees that it will not change or substitute subcontractors or suppliers from the list (**Attachment H**) without prior written approval from HCD.

9. The Awardee shall not hire any of the Awardee's staff members or employees as subcontractors.

10. Where an Awardee intends to use a Related or Affiliated General Contractor or Subcontractor, as defined herein, HCD will require a third party non-affiliated professional in the same field as the Related or Affiliated General Contractor or Subcontractor, to be selected by HCD, to review cost estimates and evaluate whether or not such estimates are less than costs that may be incurred by use of non-related or non-affiliated entities. The costs of this third-party review will be paid by the Awardee, however, said costs may be an eligible cost to be paid from the Contract funds.

AA. Additional Funding

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The Awardee shall notify HCD of any additional funding received for any activity described in this Agreement. Such notification shall be in writing and received by HCD within thirty (30) days of the Awardee's notification by the funding source.

BB. Method of Payment

The Awardee shall be paid as described below:

1. The Awardee shall be paid for those expenses allowed pursuant to the provisions provided below only when the Awardee submits to HCD adequate proof, as determined by HCD in its sole and absolute discretion, that the Awardee has incurred the expenditures. It shall be presumed that the Awardee has provided adequate proof of having incurred expenses if the Awardee submits to HCD canceled checks or original invoices approved by the Awardee's authorized representative which show performance of the Activities described in Attachment A and conformance with the laws, rules and regulations set forth in this Agreement. When original documents cannot be presented, the Awardee must adequately justify their absence in writing and furnish copies of those documents to HCD. The Awardee shall be paid only for those expenditures contained within **Attachment B**, "Budget," to this Agreement as it may be revised with the prior written approval by HCD.

2. Requests for payment (reimbursement) shall be assembled by calendar month and submitted to HCD no less frequently than monthly. Expenditures incurred by the Awardee must be submitted to HCD, along with all original invoices, copies of front and back of cancelled checks paid to all subcontractors and suppliers if applicable, all release of liens from all subcontractorsand suppliers, and all final approved permits, for payment within 30 days after the month in which the expenditures were incurred. Failure to comply will result in rejection of invoices. In no event shall the County be obligated to pay any invoices for expenses which were incurred more than 60 days prior to the date the request for payment is submitted to HCD.

3. In no event shall the County provide advance CDBG funding to the Awardee or to any subcontractor hereunder, nor shall the Awardee advance CDBG funds to any party. Advance funding is defined as paying for a good or service that has not occurred.

4. Any payment due under the terms of this Agreement may be withheld pending the receipt and approval by HCD of all reports and documents which the Awardee is required to submit to HCD pursuant to the terms of this Agreement or any amendments thereto.

5. All payments will be limited to the quarterly payment schedule that accompanies the action step chart in the scope of services. Payment is contingent on the achievement by the Awardee of the quarterly accomplishment levels identified in the scope of services portion of this agreement – **Attachment A**, which shall be submitted with all payment requests and shall clearly identify the completed level of accomplishments met. This shall also apply to soft costs associated with project delivery.

6. No payment(s) will be made without evidence of appropriate insurance required by this Agreement. Such evidence must be on file with HCD and the County's Internal Services Department. HCD must receive the final request for payment from the Awardee no more than thirty (30) calendar days after the expiration or termination of this Agreement. If the Awardee fails to comply with this requirement, the Awardee will forfeit all rights to payment(s) if HCD, in its sole discretion, so chooses.

7. All monies paid to the Awardee which have not been used to retire outstanding obligations of this Agreement must be refunded to HCD in accordance with HCD's Policies and Procedures Manual.

8. Any unexpended funds remaining after the completion of the services under this Agreement, or after termination of this Agreement, shall be recaptured in full by the County.

9. In the event the County determines that the Awardee has breached the terms of this agreement and that the County is entitled to return of any or all of the funds awarded under this Agreement, Awardee agrees to and shall assign any proceeds to the County from any

Agreement between the County, its agencies or instrumentalities and the Awardee or any firm, corporation, partnership or joint venture in which the Awardee has a controlling financial interest in order to secure repayment of this award. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

10. For special economic development projects: Notwithstanding any other provision herein, payments to Awardee shall be restricted in the following manner: payment by the County of expenditures contained within Attachment B, "Budget," to this Agreement shall be on *a pro* rata basis in accordance with the level of development progress and percentage of construction completed by Awardee using funds from Awardee's equity contribution toward the project.

CC. Reversion of Assets

The Awardee shall return to HCD, upon the expiration or termination of this Agreement, all assets owned or held by Awardee as a result of this Agreement, including, but not limited to any CDBG funds on hand, any accounts receivable, any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the Awardee by the County, other than reasonable operating and deficit reserves established by Awardee and which are connected with the real property. In the case of activities involving real property, such reserves shall not be distributed to any partner or subcontractor prior to repayment to HCD of the CDBG Loan. The Awardee shall at the request of the County execute any and all documents, including but not limited to, mortgages securing the property, UCC financing statements, and restrictive covenants, as required by the County to effectuate the reversion of assets.

DD. Restriction on the Use of Funds

The funds received pursuant this Agreement shall be used for the purposes set forth herein and shall not be used to supplant other funds. In no event shall funds received pursuant to this Agreement be used for:

1. Adverse Actions or Proceedings. The Awardee shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Awardee shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.

2. Religious Purposes. County funds shall not be used for religious purposes.

3. Commingling Funds. The Awardee shall not commingle funds provided under this Agreement with funds received from any other funding sources, but may be included in a Development Bank Account permitted by the first mortgage lender at the discretion of the County.

III. THE COUNTY AGREES:

Subject to the availability of funds, to pay for contracted Activities according to the terms and conditions contained within this Agreement in an amount not to exceed the appropriated amount as stated on page 1 of this contract.

IV. THE AWARDEE AND HCD AGREE:

A. Effective Date

1. This Agreement shall begin on the effective start date as stated on page 1 of this contract . Any costs incurred by the Awardee prior to this date will not be reimbursed by the County.

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2. This Agreement shall expire on the end date as stated on page 1 of this contract. Any costs incurred by the Awardee beyond this date will not be reimbursed by the County. The term of this agreement and the provisions herein may be extended by the County to cover any additonal time period during which the Awardee remains in control of the CDBG funds or other assests, including Program Income to support CDBG eligible activites. Any extension made pursuant to this paragraph shall be accomplished by a writing by the County to the Awardee. Such notice shall automatically become a part of this Agreement.

3. This Agreement may, at the sole and absolute discretion of the County and HCD, remain in effect during any period that the Awardee has control over Agreement funds, including Program Income. However, the County shall have no obligation or responsibility to make any payment, except those described within Section II, Paragraph Y, or provide any type of assistance or support to the Awardee if this Agreement has expired or been terminated.

4. Management Evaluation and Performance Review

The Department may conduct a formal management evaluation and performance review of the Awardee, if in the Department's sole discretion it is deemed necessary and applicable. The management evaluation shall reflect the Awardee's compliance with generally accepted fiscal and organizational standards and practices. The performance review should reflect the quality of service provided and the value received using monitoring data, such as progress reports, site visits, and client surveys.

B. Default or Breach

1. The Awardee shall be in default or breach of this Agreement if any of the following acts, omissions or conditions occur:

a. The Awardee fails to fulfill each and every provision of this Agreement and the Attachments and fails to provide the services outlined in the Scope of Services **(Attachment A)** within the effective term of this Agreement, including but not limited to failure to meet the National Objective, as determined by the County and U.S. HUD.

b. Awardee fails to disclose all Related or Affiliated Parties and all matters required to be disclosed as to Related or Affiliated Parties to the County as requried herein.

c. Filing of a lis pendens, foreclosure action, or other legal action against the Property, any property of Awardee or Related or Affiliated Party, or against Awardee or Related or Affiliated Party which the County determines, in its sole discretion, threatens the Property or the ability of Awardee to fulfill the provisions of this Agreement and the services outlined in the Scope of Services.

d. Any arrearage, default, or late payment on any loan, Note or other debt or obligation for which the Property is security or regarding any property of Awardee or Related or Affiliated Party, including properties not related to this Agreement.

e. Any legal encumbrance on the Property not permitted in writing by the County.

f. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver.

g. Any action, activity, facts, or circumstances that the County determines in its sole discretion would materially impair performance by Awardee of all the terms and conditions of this Agreement.

h. Awardee fails to report to the County within ten (10) days any bankruptcy, reorganziation, dissolution, liquidation, appointment of a trustee or receiver, lis pendens, foreclosure action or legal encumberance related to the Awardee, Related or Affiliated Party or the Property, or any action, activity, facts, or

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circumstances that would materially impair performance by Awardee of all the terms and coditions of this Agreement.

i. Failure to comply strictly with Section W(2)(a)(1)-(2) of this Agreement.

j. Failure to meet the fifty percent (50%) or seventy percent (70%) Benchmarks, as set forth in this Agreement, or to submit documentation (via Progress Reports and applicable supporting documentation) sufficient to show Awardee has met said Benchmarks.

C. Suspension

1. The County may suspend payment in whole or in part under this Contract by providing written notice to the Awardee of such suspension and specifying the effective date thereof, at least ten (10) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Awardee as conditions precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other Agreements entered into between the County and the Awardee. The Awardee shall be responsible for its own direct and indirect costs associated with such suspension, including attorney's fees. Reasonable cause shall be determined by HCD, in its sole and absolute discretion, and may include, but is not limited to:

a. Ineffective or improper use of these Agreement funds by the Awardee or any of its subcontractors;

b. Failure by the Awardee to materially comply with any term or provision of this Agreement;

c. Failure by the Awardee to submit any documents required by this Agreement; or

d. The Awardee's submittal of incorrect or incomplete reports or other required documents.

e. Failure of Awardee to maintain regular business hours if providing services to low to moderate incoome residents and or businesses.

f. Failure to meet the fifty percent (50%) or seventy percent (70%) Benchmarks, as set forth in this Agreement, or to submit documentation (via Progress Reports and applicable supporting documentation) sufficient to show Awardee has met said Benchmarks.

2. In the event of a default by the Awardee, HCD may at any time suspend the Awardee's authority to obligate funds, withhold payments or both. These actions may apply to only part or all of the activities funded by this Agreement.

3. HCD will notify the Awardee of the type of action to be taken in writing by certified mail, return receipt requested, or in person with proof of delivery. The notification will include the reason(s) for such action, the conditions of the action, and the necessary corrective action(s).

D. Termination

1. Termination at Will

This Agreement, in whole or in part, may be terminated by HCD upon no less than ten (10) working days notice when HCD determines that it would be in the best interest of HCD and the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Awardee with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the Awardee under this Agreement; and/or (c) terminate or cancel any other Agreements

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entered into between the County and the Awardee. The Awardee shall be responsible for its own direct and indirect costs associated with such termination, including attorney's fees.

2. Termination for Convenience

HCD may terminate this Agreement, in whole part when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions. HCD, at its sole discretion, reserves the right to terminate this Agreement without cause upon thirty (30) days written notice. Upon receipt of such notice, the Awardee shall not incur any additional costs under this Agreement.

3. Termination Because of Lack of Funds

In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance this Agreement become unavailable, HCD may terminate this Agreement upon no less than twenty-four (24) hours written notification to the Awardee. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. HCD shall be the final authority to determine whether or not funds are available. HCD may at its discretion terminate, renegotiate and/or adjust the Agreement award whichever is in the best interest of the County.

4. Termination for Substantial Funding Reduction

In the event of a substantial funding reduction of the allocation to the Awardee through Board of County Commissioners' action, the Awardee may, at its discretion, request in writing from the Director of HCD a release from its contractual obligations to the County. The Director of HCD will review the effect of the request on the community and the County prior to making a final determination.

5. Termination for Default or Breach

HCD may terminate this Agreement upon no less than twenty-four (24) hours written notification to the Awardee for breach or default.

6. Termination for Failure to Make Sufficient Progress.

HCD may terminate this Agreement, in whole or in part, when HCD determines, in its sole and absolute discretion, that the Awardee is not making sufficient progress thereby endangering ultimate Agreement performance, or is not materially complying with any term or provision of this Agreement, HCD may treat such failure to comply as a repudiation of this Agreement;

7. Termination for Bankruptcy

The County reserves the right to terminate this Agreement, if, during the term of any Agreement the Awardee has with the County, the Awardee becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Awardee under federal bankruptcy law or any state insolvency law.

8. General to Termination and Breach

Unless the Awardee's breach is waived by the County in writing, the County may, by written notice to the Awardee, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions herein do not limit the County's right to legal or equitable remedies. The County may resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

In the event the County shall terminate this Agreement for default or breach, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

9. Penalties for Fraud, Misrepresentation, Material Misstatement, or Criminal Conviction

In accordance with the Code of Miami-Dade County, section 2-8.4.1, and other County policies, if Awardee or any individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest attempts to meet its contractual obligations with the County under this Agreement or any other County agreement or County program through fraud, misrepresentation or material misstatement, or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement, the County shall have the sole and absolute discretion to terminate this Agreement and may terminate or cancel any other agreements which Awardee or such individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest has with the County. Such individual or entity shall be responsible for its own direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual, corporation, firm, partnership, joint venture or other business entity who attempts to meet it contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years. For the purposes of this section, "controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

E. Other Remedies

In addition to other provisions set forth herein, in the event of default by the Awardee, the County shall have the right to exercise any and all of the following remedies:

1. Awardee shall be liable for all damages, including but not limited to:

   a. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprocurement of Services, including procurement and administrative costs; and
   b. such other direct damages.

2. The Awardee shall remain liable for any liabilities and claims related to the Awardee's performance of this Agreement or any breach or default, notwithstanding the expiration or termination of this Agreement.

3. Seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The Awardee shall be responsible for its own direct and indirect costs associated with such enforcement, including attorney's fees.

4. Debar the Awardee from future County contracting.

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5. Any other remedy available at law or equity.

Damages Sustained. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Awardee until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach.

Payment Settlement. If termination occurs for reasons other than breach or default, Awardee shall be paid only for reasonable, allowable costs incurred by Awardee prior to notice of termination. "Reasonable, allowable costs" are those costs which are necessary in order to perform Awardee's obligations under this Agreement and specifically exclude expenses incurred prior to the execution date of this Agreement, personal expenses, travel expenses, expenses related to additional phases of the Project not specifically and expressly incorporated into this Agreement. HCD shall be the sole judge of "reasonable, allowable costs." All compensation pursuant to this Article is subject to an audit at the County's discretion. Awardee shall not receive payment for lost future revenues, lost developer fees or lost profits.

E-1. Limitation of Liability and Limitation of Remedies

Awardee acknowledges that the County is providing substantial funds to Awardee at low or no cost to Awardee, and that these CDBG funds are for the purpose of providing a benefit to the community health and welfare.

Therefore, notwithstanding any other provision herein, the Parties agree to the following limitations on liabilities for any and all claims of any kind arising from or in connection with performance or breach of this Agreement, which limitations shall apply equally to both Parties:

1. Both Parties' cumulative liability for damages, if any, is limited to the amount of the CDBG funds set forth in Section III, above.

2. Neither party shall be liable for lost revenues, lost profits, lost program income, or lost developer fees.

3. Each party shall bear its own attorney's fees and costs.

4. Neither party shall be liable for costs incurred by the other party prior to the execution of this Agreement.

F. Renegotiation, Modification and Right to Waive

1. Modifications of provisions of this Agreement shall be valid only when in writing and signed by duly authorized representatives of each party, which for the County is the County Mayor or Mayor's designee. The parties agree to renegotiate this Agreement if HCD determines, in its sole and absolute discretion, that federal, state, and/or County revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this Agreement necessary. HCD shall be the final authority in determining whether or not funds for this Agreement are available due to federal, state and/or County revisions of any applicable laws or regulations, or increases in budget allocations.

2. The County shall have the right to exercise an option to extend this Agreement beyond the current Agreement period and will notify the Awardee in writing of the extension. This Agreement may be extended beyond the initial extension period upon mutual agreement between the County and the Awardee, upon approval by the County Mayor or Mayor's designee.

3. The County may, for good and sufficient cause, waive provisions in this Agreement. Waiver requests from the Awardee shall be in writing. No waiver shall be valid unless in writing and signed by the County Mayor or Mayor's designee. Any waiver shall not be construed to be a modification of this Agreement.

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4. The County's failure to exercise any of its rights under this Agreement, or the County's waiver of a provision on any one occasion, shall not constitute a waiver of such rights or provision on any other occasion. No failure or delay by the County in the exercise of any right shall operate as a waiver.

G. Budget Revisions and Changes to the CDBG Eligibility Activity Title

1. Revisions to the Budget (**Attachment B**) shall be requested in writing and must comply with HCD's Policies and Procedures Manual. All budget revisions shall require an amendment of this Agreement, which the County shall have no obligation to execute. The County shall not be obligated to make payments for expenditures incurred prior to the approval of the budget revision related to such expenditures.

2. Budget Revisions Through County Resolution

Should a portion of the funding allocation to the Awardee be rescinded by action from the Board of County Commissioners, written notification via certified mail to the Awardee advising of the funding reduction shall be sent by HCD no later than five (5) working days of the action; written notification will constitute a Agreement amendment. The Awardee will have five working days upon receipt of certified return receipt notification to submit a revised budget reflecting funding adjustments. Should the modified budget not be received within the specified time, The County will revise the budget at its discretion. The County in its sole and absolute discretion will determine whether substantial reductions will necessitate revision and resubmittal of the Scope of Service (**Attachment A**). Revisions to the Scope of Services, when required, will be negotiated to the mutual satisfaction of both parties.

3. Revisions to the CDBG eligibility activity titles under which this Agreement's objectives are classified as noted in the Scope of Services shall not require a Agreement amendment.

H. Compliance

The County shall have the right to inspect, monitor, and inquire of Awardee , at the sole and absolute discretion of the County, remain in effect during any period that the Awardee is obligated to complete a National Objective or has control over Agreement funds, including Program Income, in order to ensure compliance with the CDBG Regulations. However, the County shall have no obligation or responsibility to make any payment or provide any type of assistance or support to the Awardee if this Agreement has expired or been terminated.

The Awardee agrees to comply with all applicable State and County laws, rules and regulations, which are incorporated herein by reference or fully set forth herein.

Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

This contract may be executed in counterpart copies, and these counterparts shall together constitute an original of this Agreement.

I. Disputes

In the event an unresolved dispute exists between the Awardee and HCD, HCD shall refer the questions, including the views of all interested parties and the recommendation of HCD, to the County Mayor for determination. The County Mayor, or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise HCD and the Awardee, or in the event additional time is necessary, HCD will notify the Awardee within the thirty (30) day period that additional time is necessary. The Awardee agrees that it shall not bring any legal action or against the County until thirty (30) days from the County Mayor issuing his/her determination.

J. Headings

The section and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

K. Minority Participation

In order to gain greater Black business participation, the Awardee may submit its Agreements to the County Mayor for bidding and award in accordance with County policies and procedures.

L. Proceedings

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

M. Notice and Contact

All notices between the Parties shall be in writing and sent by registered or certified mail and addressed as follows:

TO AWARDEE: North Bay Village
1666 Kenney Causeway, North Bay Village, FL 33141
Miami, Florida
Attn: Agency Contact Name and Classification

TO COUNTY: Miami-Dade County
111 N. W. 1st Street
Miami, Florida 33128
Attn:

COPY TO: Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, Florida 33136
Attn:

COPY TO: Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, Florida 33136
Attn: (Assigned Portfolio Manager), Portfolio Manager

COPY TO: Assistant County Attorney
County Attorney's Office
111 N. W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Melissa Gallo*, Esquire*

Such addresses may be changed by written notice to the other party.

In the event that different representatives are designated by either party after this Agreement is executed, or the Awardee changes its address, notice of the name of the new representative or new address will be rendered in writing to the other party and said notification attached to originals of this Agreement.

In the event that any of the information required by the provisions of this Article is changed by either of the Parties after the execution of this Agreement, the affected Party shall give notice in writing within five (5) days to the other Party of the amended pertinent information, which shall be attached and incorporated into this Agreement.

N. WAIVER OF JURY TRIAL

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NEITHER THE AWARDEE, SUBCONTRACTOR, NOR ANY OTHER PERSON LIABLE FOR THE RESPONSIBILITIES, OBLIGATIONS, SERVICES AND REPRESENTATIONS HEREIN, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF THE AWARDEE, SUBCONTRACTOR OR ANY SUCH OTHER PERSON OR ENTITY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG SUCH PERSONS OR ENTITIES, OR ANY OF THEM. NEITHER AWARDEE, SUBCONTRACTOR, NOR ANY SUCH PERSON OR ENTITY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

O. Assignment

The Awardee shall not assign, transfer, hypothecate or otherwise dispose of this Agreement, including any rights, title or interest therein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the County.

P. Third Parties

This agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party nor shall it be deemed to give rise to any rights in any third party.

Q. Survival

The parties acknowledge that many of the obligations in this agreement, including but not limited to Awardee's obligation to indemnify the County, maintain Contract Records, and provide sufficient evidence of CDBG Regulation compliance for the duration of the period in which Awardee is obligated to meet a National Objective or has control over CDBG funds as well as the County's right to inspect and monitor the Project and Awardee for complaince with the HOME Regulations, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Awardee and the County under this agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

R. Autonomy

The Parties agree that this Agreement recognizes the autonomy of and stipulates and implies no affiliation between the contracting parties. It is expressly understood and intended that the Awardee is only a recipient of funding support and is not an agent, employee, servant or instrumentality of the County.

The Awardee is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Awardee's sole direction, supervision and control. The Awardee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Awardee's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees, servants or agents of the County.

The Awardee does not have the power or authority to bind the County in any promise, Agreement or representation other than specifically provided for in this Agreement.

S. All Terms and Conditions Included

This Agreement and its attachments as referenced (Attachment A – Scope of Services; Attachment A1 – Action Steps; Attachment B – Budget; Attachment B-1(A-30) Idemnification and Insurance

SAMPLE

Requirements; Attachment B-2 – CDBG Program Requirements (Housing Only); Attachment C – Progress Report,Set-Up Forms, Performance & Benefit Data Supplement to Quarterly Expenditure & Progress Report; Attachment D – Information for Environmental Review; Attachment E – Certification, Statements and Affidavits; Attachment F – Publicity, Advertisements and Signage; Attachment G – Fair Subcontracting Policies; Attachment H – Subcontractor/Supplier Listing) contain all the terms and conditions agreed upon by the parties; Attachment I – Agreement to Authorize Examination of Records and Adhere to Records Retention Requirements; Attachment J – Calculation for Use of Program Income from CDBG Activities (Micro-Lenders Only); Attachment K – Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit, and Attachment L – Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

T. Conflict

In the event that a conflict arises between any prior funding documents and/or agreements governing this development, the terms, provisions and definitions included in this Agreement shall prevail.

In the event that the Subsidy Layering Review (SLR) or Underwriting analysis determine the project's true "gap" financing needs to be less than the maximum award allocated by the Board of County Commissioners, the SLR amount shall prevail and the amount of CDBG funds described in this Agreement shall be subsequently reduced. "Gap" financing means the difference between the amount of financing available for the Project from other sources and the total project cost. In the event Awardee applies for and is awarded by the Board of County Commissioners ("BCC") additional funding for the same Project, as described in this Agreement, a separate Agreement or amendment to this Agreement must be negotiated and executed between Awardee and the County Mayor or Mayor's designee. Any differences between the terms and conditions set forth in this Agreement and the subsequent funding award shall require a negotiation between the Parties in order to resolve those differences. Awardee understands and acknowledges that changes to the Project or Activities described in this Agreement may not be accomplished by applying for and being awarded subsequent funds by the BCC. In the event that Awardee applies for and is awarded by the BCC funding for an additional phase of the same Project, a separate agreement must be negotiated and executed between the Parties. Under no circumstances shall Awardee assert that a subsequent application for and award of funds for the same project constitutes and amendment of this Agreement. Awardee expressly assumes any and all risk of loss or damage associated with a subsequent application for and award of funds for the same Project where such subsequent application by Awardee includes terms which conflict with the terms of this Agreement.

U. Interpretation

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

V. Survival

The parties acknowledge that any of the obligations in this Agreement, including but not limited to the Awardee's obligation to indemnify the County, will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Awardee and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

W. Corporate Governance

A Not-for-Profit Awardee shall abide by and be governed by chapter 617, Florida Statutes, particularly sections 617.0830 through 617.0835 as amended, which are incorporated herein by reference as if fully set forth herein in connection with its Agreement obligations hereunder.

A For-Profit Awardee shall abide by and be governed by chapter 607, Florida Statutes, particularly sections 607.0830 through 607.0833, as amended, which is incorporated herein by reference as if fully set forth herein in connection with its contractual obligations hereunder.

X. Miami-Dade County Implementing Order: IO 4-132 will apply to this Agreement. This Implementing Order requires the County to charge Awardee applicable fees as outlined below:

HOUSING AND COMMUNITY DEVELOPMENT SERVICE RATE SCHEDULE		
Fee Name	**Proposed Fee (FY 2022–23)**	**Fee Due**
Construction Inspection Fee	$1,500.00	At Loan Closing
Contract Extension/Modification Fee (Multi-Family Development Loans Only)	$2,500.00	At Time of Request for Extension

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

SAMPLE

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized, this _____ day of _____ 2026.

AWARDEE

NORTH BAY VILLAGE

By:_____

_____
Type or Print Name

Date:_____

Witnesses:

By: _____ By: _____

_____ _____
Type or Print Name Type or Print Name

Date:_____ Date: _____

Resolution #: R-666-25

Awardee's Fiscal Year Ending Date:

Federal ID Number: _____

CORPORATE SEAL

[County Signature on Following Page]

SAMPLE

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

MIAMI-DADE COUNTY, FLORIDA,
A political subdivision of the State of Florida

By: _____
(Deputy Clerk Signature)

By: _____
County Mayor or Mayor's Designee

Print Name:_____

Date: _____

Date: _____

SAMPLE

HOUSING AND COMMUNITY DEVELOPMENT

MIAMI-DADE COUNTY

Scope of Services

January 1, 2026 through June 30, 2027

North Bay Village

1. ACTIVITY TITLE: North Bay Village Playground Improvements

Resolution #: R-666-25

IDIS #: TBD UEI #: MJXPWHNYB1L5

2. ACTIVITY DESCRIPTION: Installation of two shade structures at Vogel Park and Schonberger Park

Activity Category: Public Facilities and Capital Improvements

Objective: Creating Suitable Living Environments

Outcome: Availability/Accessibility

3. FUNDING

Funding Approved by BCC: $40,000.00 (2025 CDBG), $20,327.80 (2025 CDBG, CDF 4)

Other Funding Amount ($): $43,610.00

Total Project Cost: $103,937.80

4. HUD INFORMATION

HUD Matrix Code: 03F - Parks, Recreational Facilities

HUD National Objective: LMA - Low/Mod Area Benefit, 570.208(a)(1)

5. ACCOMPLISHMENTS

Total # of Units: 2113 Type: People

HOME Set-aside Units: N/A Date of Authority to Use Grant Funds: N/A

6. ACTIVITY ADDRESS: 7920 West Drive, North Bay Village, FL 33141; 1851 Galleon Street, North Bay Village, FL 33141

7. LOCATION

Located in Eligible Block Group: Yes Commission District: 4

8. NATIONAL OBJECTIVE

Total # Low/Mod in Service Area: 4,382

Census Tract: 39.17 Block Group: 3

9. LABOR STANDARDS

☒ Expenditure of more than $2,000 in CDBG funds for construction ☐ 12 or more HOME-assisted units ☐ Not Applicable

10. SECTION 3 APPLICABLE? ☐ Yes ☒ No

11. METROPOLITAN SIGNIFICANCE (For Non-Housing Activities)

Activities in an entitlement jurisdiction other than Miami-Dade County's must be able to demonstrate Metropolitan Significance, defined as

1) A project necessary to further the purposes of the Housing and Community Development Act of 1974.
2) A project necessary to further the purposes of Miami-Dade County's Community Development objectives.
3) A project with a reasonable benefit to residents within Miami-Dade County's entitlement jurisdiction. This project will serve N/A people with a minimum of 51% (N/A) of the participants residing within Miami-Dade County's entitlement jurisdiction.

PORTFOLIO MANAGER: Olivia Bustillo Duran

PRINCIPAL PLANNER: Andrea M. Negrin

Signature

DATE: 11/25/2025

HCD MANAGER: Xavier Vega

Signature

DATE: 11/25/2025

CDBG Detailed Scope of Services
January 1, 2026 – June 30, 2027

Name of Department:	**North Bay Village**
Activity Title:	**North Bay Village Playground Improvements**
FY 2025 Funding Amount:	**$60,327.80**

1. Agency Information:

Provide a brief description of your department.

North Bay Village Public Works is responsible for the maintenance of the Village's ROW, facilities and grounds, water and sewer utilities, and providing sanitation services.

2. Proposed Activity:

Provide a brief description of the proposed activity, including who will carry it out, how low-to-moderate income persons will be served, and the location of the activity. Include the estimated number of clients benefiting from the activity and other measurable outcomes, if applicable.

For facility improvement or construction activities, please provide a scope of work for each county-owned facility and describe the type of work to be performed (specify if it is new construction or facility improvements), the location of the site, and who the facility will serve.

Procurements and installation of two shade structures, one each at Schonberger Park and Vogel Park. Both parks serve the entire community of North Bay Village.

3. Service Area/Address:

Describe the area to be served by the activity or provide the site address.

Dr. Paul Vogel Community Park, located at 7920 West Drive, North Bay Village, FL 33141.
Philip Schonberger Memorial Playground, located at1841 Galleon St, North Bay Village, FL 33141.

Public Facilities and Infrastructure Improvements - FY 2025 SAMPLE (This is sample work plan; therefore, you must revise to include additional tasks and delete tasks that are not applicable)

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1	**Contract Development Phase**		**0.00**			
1.1.1	submit required Enviromnetal Review (ER) form (see attachment D in the Contract)	Agency	0.00			
1.1.2	environmental review process	Environmental Specialist	0.00			
1.1.3	submittal of scope and budget	Agency	0.00			
1.1.4	scope and budget review by Public Housing and Community Development (PHCD) Portfolio Manager (PM)	Portfolio Manager	0.00			
1.1.5	prepare and assemble contract with Attachments A to H (24 cfr 92.504)	Portfolio Manager	0.00			
1.1.6	submit contract for agency signature to execute	Portfolio Manager	0.00			
1.1.7	return signed contract to PHCD for final processing	Agency	0.00			
1.1.8	submit CDBG contract to Miami-Dade Mayor's Office	PM Supervisor and PM Manager	0.00			
1.1.9	receive and distribute executed PHCD Contract	Portfolio Manager	0.00			
	Milestone Review					
1.2	**Pre- Development Phase**		**0.00**			
1.2.1	request loan closing check list	Agency	0.00			
1.2.2	submit sources and uses statement	Agency	0.00			
1.2.3	submit required insurance certificate	Agency	0.00			
1.2.4	submit insurance document to Miami-Dade GSA	Portfolio Manager	0.00			
1.2.6	pro forma	Agency	0.00			
1.2.7	Environment clearance letter	Environmental Specialist	0.00			
1.2.8	complete loan closing binder	Agency	0.00			
1.2.9	review loan closing binder	PHCD's Loan Division	0.00			
1.2.10	underwriting review	PHCD's Loan Division	0.00			
1.2.11	close loan -sign Rental Regulatory Agreement	PHCD's Loan Division & Agency	0.00			
1.2.12	Acquisition of land (folio# 3022030780020 & 3022030780030	Agency	0.00			If Applicable
1.2.14	Create IDIS number	IDIS Specialist	0.00			

1.2.15	progress report	agency				
	Milestone Review					
1.3	**Pre- Bid Phase**		**0.00**			
1.3.1	RFP package for General Contractor (GC)	Agency	0.00			
1.3.2	review GC bid package by Portfolio Manager	Portfolio Manager	0.00			
1.3.3	review GC bid package by PHCD's Compliance Unit	Compliance Unit	0.00			
1.3.4	Bid/RFP opening	Agency	0.00			
1.3.5	Selection/Award	Agency	0.00			
	Milestone Review					
1.4	**Submit GC contract for PHCD Review**		**0.00**			
1.4.1	executed GC contract	Agency	0.00			
1.4.2	Specification for services being provided	Agency	0.00			Specs must include accessibility requirements. 5% of the dwelling units to be accessible for persons with mobility disabilities. In accordance with the Uniform Federal Accessibility Standards (UFAS). 2% of the dwelling units must be accessible for persons with hearing or visual disabilities. Section 504: Disability Rights in HUD Programs.
1.4.3	Review GC contract by Portfolio Manager	Agency	0.00			
1.4.4	Review GC contract by Professional Services Section	Agency	0.00			
1.4.5	Give agency written approval for subcontract	Portfolio Manager	0.00			
1.4.6	Check debarment list	Agency / Portfolio Manager	0.00			
1.4.7	Notice to Bidders/Prospective Contractor	Agency	0.00			
1.4.8	Statement of Bidder's Construction experience	Agency	0.00			
1.4.9	Certification receipt	Agency	0.00			
1.4.10	Insurance Requirements	Agency	0.00			
1.4.11	affirmation action standard (24 CFR 92.351)	Agency	0.00			
1.4.12	Certification of Compliance with Part 60-2 Affirmative Action Program	Agency	0.00			
1.4.13	Certification Regarding Drug Free Workplace	Agency	0.00			
1.4.14	Assurance of Companies	Agency	0.00			
1.4.15	Section 3 Requirements (GC must meet Section 3 Requirements)	Agency	0.00			
1.4.16	Section 3 Clause	Agency	0.00			
1.4.17	Payment and Performance Bond	Agency	0.00			

	Milestone Review					
1.5	**Construction Phase**		**0.00**			
1.5.1	pre-construction conference	Agency	0.00			
1.5.2	notice to proceed	Agency	0.00			
1.5.3	obtain permits	Agency	0.00			
1.5.4						
1.5.5	**PUBLIC FACILITY IMPROVEMENT ONLY**					
1.5.6	property clean up, footers, excavation, fencing, trailer installation					
1.5.7	footers dug, foundation formed and slab poured, and footing inspection approved					
1.5.8	structure is finish including entire shell of building with approved inspection, all beams and trusses in place					
1.5.9	rough plumbing installed					
1.5.10	block work finished					
1.5.11	windows installed, framing finished, rough electrial performed					
1.5.12	roof is finished, drywall is completed, air conditioning duct installed, fire sprinkler system installed					
1.5.13	all doors installed, stucco completed, drywall hung, taped and finished, interior doors hung					
1.5.14	interior flooring installed, all kitchen cabinets installed, bathroom appliance and accessories installed, water heater installed, air handler units and compressor installed, emergency generator insalled, main a/c untis installed					
1.5.15	electrical work completed, plumbing work completed, baseboard installed, interiors painted, building exterior painted, fire sprinkler system finished					
1.5.16	all interiors and common areas completed, all flooring installed, all parking lots and garage finished, driveways and sidewalks completed, landscape in progress					
1.5.17						
1.5.18	**INFRASTRUCTURE IMPROVEMENTS ONLY**					
1.5.19	**Mobilization**					

1.5.20	maintenance of traffic					
1.5.21	submit payment request					
1.5.22	**Demolition**					
1.5.23	clearing & grade swale areas					
1.5.24	remove asphalt pavement					
1.5.25	remove concrete sidewalk					
1.5.26	remove existing curb and gutter					
1.5.27	relocate or adjust existing street sign					
1.5.28	removal of disposal of existing drainage structure					
1.5.29	removal & disposal of soaking pit & drainage pipe					
1.5.30	submit payment request					
1.5.31	Davis-Bacon Complaince					
1.5.32	**Installation of Pump**					
1.5.33	install pump					
1.5.34	**Installation of Injectin Wells**					
1.5.35	install injection wells					
1.5.36	**Drainage**					
1.5.37	curb inlet					
1.5.38	valley gutter inlet					
1.5.39	pipes					
1.5.40	submit payment request					
1.5.41	Davis-Bacon Complaince					

1.5.42	**Paving**					
1.5.43	construct asphaltic concrete pavement					
1.5.44	Parking area					
1.5.45	construct concrete sidewalk					
1.5.46	install valley gutter					
1.5.47	construct concrete crub					
1.5.48	construct concrete ramp w/ detectable warning					
1.5.49	roadway reconstruction-include base and subbase material					
1.5.50	submit payment request					
1.5.51	Davis-Bacon Complaince					
1.5.52	**Striping and Signs**					
1.5.53	pavement markers					
1.5.54	reflective pavement markers					
1.5.55	new ADA a& pedestrian signs					
1.5.56	submit payment request					
1.5.57	Davis-Bacon Complaince					
1.5.58	**Landscape**					
1.5.59	sod					
1.6	**Participant Eligibility Phase**		**0.00**			
1.6.1	determine that each participant is income eligible by determining the family's annual income.	Agency	0.00			If applicable
1.6.2	Examine the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family	Agency	0.00			If applicable
1.6.3	Census Tract and Block Group Information	Agency	0.00			If applicable

	Milestone Review					
1.7	**Completion Phase**		**0.00**			
1.7.1	submit final progress report	Agency	0.00			
1.7.2	submit payment with final release of liens	Agency	0.00			
1.7.3	final walk thru	All	0.00			
1.7.4	Certificate of completion	Agency	0.00			
1.7.5	project completion form	Agency	0.00			
1.7.6	construction close out	All	0.00			
1.7.7	report accomplishment in IDIS	PHCD's complaince unit	0.00			
1.7.8	submit project close letter to agency	PHCD's complaince unit	0.00			
	Milestone Review					
	Inspection of set aside units	PHCD inspector	0.00			
	Inspection of set aside units	PHCD inspector	0.00			
	Inspection of set aside units	PHCD inspector	0.00			
	Inspection of set aside units	PHCD inspector	0.00			
	Inspection of set aside units	PHCD inspector	0.00			
	Overall Project Percent Complete		**0.00**			

CONSTRUCTION BUDGET FOR HOME OR CDBG FUNDS

ATTACHMENT B

North Bay Village Playground Improvements
FY 2025 CDBG PFCI
January 1, 2026 thru June 30, 2027

BUDGET SUMMARY

MAJOR CATEGORIES:	CDBG		NON-HCD		TOTAL FUNDING
1. Personnel	$ -		$ 5,500.00		$ 5,500.00
2. Contractual Services	$ -		$ 1,500.00		$ 1,500.00
3. Operating Expenses	$ -		$ -		$ -
4. Commodities	$ -		$ -		$ -
5. Capital Outlay	$ 60,327.80		$ 36,610.00		$ 96,937.80
FY HOME OR CDBG	**$ 60,327.80**		**$ 43,610.00**		**$ 103,937.80**

OTHER FUNDING SOURCES (Non-HCD):

North Bay Village Budgeted Funds	$43,610
Total	**$43,610**

ATTACHMENT B

CONSTRUCTION BUDGET FOR CDBG FUNDS
North Bay Village Playground Improvements
FY 2025 CDBG PFCI
January 1, 2026 thru June 30, 2027

DESCRIPTION		CDBG AMOUNT	OTHER AMT	TOTAL AMT
01 Personnel				
Project Manager		$0.00	$5,000.00	$5,000.00
Accountant		$0.00	$500.00	$500.00
	Total Personnel	**$0.00**	**$5,500.00**	**$5,500.00**
20 Contractual Services				
Permit Runner		$0.00	$1,500.00	$1,500.00
General Liability Insurance		$0.00	$0.00	$0.00
	Total Contractual	**$0.00**	**$1,500.00**	**$1,500.00**
30 Operating Expenses				
Electric/Telephone		$0.00	$0.00	$0.00
Water & Sewer Services		$0.00	$0.00	$0.00
	Total Operating Expenses	**$0.00**	**$0.00**	**$0.00**
40 Commodities				
Office Supplies		$0.00	$0.00	$0.00
Office Equipment		$0.00	$0.00	$0.00
	Total Commodities	**$0.00**	**$0.00**	**$0.00**
90 Capital Outlay				
Purchase Price of Shade Structure at Schonberger		$21,498.80	$0.00	$21,498.80
Shade Structure Installation at Schonberger		$17,752.00	$0.00	$17,752.00
Purchase Price of Shade Structure at Vogel		$21,077.00	$8,754.00	$29,831.00
Shade Structure Installation at Vogel		$0.00	$26,656.00	$26,656.00
Project Signage		$0.00	$1,200.00	$1,200.00
	Total Capital Outlay	**$60,327.80**	**$36,610.00**	**$96,937.80**
TOTALS		**$60,327.80**	**$43,610.00**	**$103,937.80**

OTHER FUNDING SOURCES (Non-HCD):

North Bay Village Budgeted Funds		$43,610
	Total	**$43,610**

ATTACHMENT B-2 (Non-Housing)

The Awardee may achieve the LMI national objective by undertaking activities that fall under one of four (4) primary LMI categories:

1. **To benefit Low Mod Area (LMA)**

   For activities designed to meet the LMI national objective category of Low Moderate Area Benefit (LMA), the Awardee shall ensure and maintain documentation, acceptable to HCD in its sole discretion that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity that provides benefit to residents in a particular area, where at least 51% of the residents are LMI persons.

   The service area of the activity must be primarily residential and the activity must meet the identified needs of LMI persons. A service area is considered to meet the test of being LMI if at least 51% of the persons residing in the service area are low- to moderate-income, as determined by:

   a. the most recently available decennial Census information, together with the Section 8 income limits that would have applied at the time the income information was collected by the Census Bureau; or
   b. a current survey of residents of the service area.

   If the proposed activity's service area is generally the same as a census tract or block group, then the Census data may be used to justify the income characteristics of the area served.

2. **To benefit Low Mod Limited Clientele (LMC)**

   For activities designed to meet the LMI national objective category of Low Moderate Limited Clientele (LMC), the Awardee shall ensure and maintain documentation, acceptable to HCD in its sole discretion that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity in which no less than 51% of the beneficiaries of the activity are LMI persons. Activities in this category provide benefits to a specific group of persons rather than everyone in an area. It may benefit particular persons without regard to their residence, or it may be an activity that provides a benefit to only particular persons within a specific area. With respect to determining the beneficiaries of activities as LMI and qualifying under the limited clientele category, activities must meet one of the following tests:

   a. Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
   b. Require documentation on family size and income in order to show that at least 51% of the clientele are LMI; or
   c. Have income eligibility requirements limiting the activity to LMI persons only; or
   d. Be of such a nature and in such a location that it can be concluded that clients are primarily LMI.

3. **Low Mod Job Creation or Retention Activities (LMJ)**

   The job creation and retention Low Moderate Job (LMJ) benefit national objective category addresses activities designed to create or retain permanent jobs, at least 51% of which, computed on a full-time equivalent basis, will be made available to, or held by,

LMI persons. For Awardees undertaking activities to create jobs, there must be documentation indicating that at least 51% of the jobs will be held by, or made available to LMI persons. For Awardees undertaking activities that retain jobs, there must be sufficient information documenting that the jobs would have been lost without the CDBG assistance and that one or both of the following applies to at least 51% of the jobs:

a. The job is held by a LMI person; or
b. The job can reasonably be expected to turn over within the following two years and steps will be taken to ensure that the job will be filled by, or made available to, a LMI person. For the purpose of determining if the preceding requirements are met, a person may be presumed to be LMI if:
    i. He/She resides in a Census tract/block numbering area that has a 20% poverty rate (30% poverty rate if the area includes the central business district); and the area evidences pervasive poverty and general distress; or
    ii. He/She lives in an area that is part of a Federally-designated Empowerment Zone (EZ) or Enterprise Community (EC); or
    iii. He/She resides in a Census Tract/block numbering area where at least 70% of the residents are LMI.

4. Low Mod Housing Activities (LMH)

The housing category of LMH benefit national objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI households. In order to meet the housing LMI national objective, structures with one unit must be occupied by a LMI household. If the structure contains two units, at least one unit must be LMI occupied. Structures with three or more units must have at least 51% occupied by LMI households.

a. Rental buildings under common ownership and management that are located on the same or contiguous properties may be considered as a single structure.
b. For rental housing, occupancy by LMI households must be at affordable rents as established annually by the U.S. Department of Housing and Urban Development (HUD) and consistent with standards adopted and publicized by HCD.

The Awardee shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein. If the Awardee is a primarily religious entity, it shall comply with all provisions of 24 CFR 570.200 (j).

For Housing, Rehabilitation, and Construction activities, all conditions in this section will apply throughout the regulatory period identified in the national objective. Throughout that period, the Awardee will be required to submit an annual report regarding its compliance with the national objective, and HCD will have the right to monitor the activity.

The Awardee shall comply with all applicable uniform administrative requirements as described in 24 CFR 570.502.

MIAMI-DADE COUNTY

HOUSING AND COMMUNITY DEVELOPMENT

QUARTERLY EXPENDITURE AND PROGRESS REPORT
FY 20 _____

Reporting Period:

☐ 1st Quarter [Jan-Mar] ☐ 2nd Quarter [Apr-Jun] ☐ 3rd Quarter [Jul-Sept] ☐ 4th Quarter [Oct-Dec] / Annual Report

Section I: General Information

Recipient Name (Organization): _____

Contact Person (Name & Title): _____ Telephone Number: _____

Activity Name (Project Title): _____

Activity Address: _____

Activity Description: _____

_____

IDIS #: _____ Funding Source: _____ Funded Amount: _____ Program Income: (if applicable) $ _____

Activity Category:

☐ Administration ☐ Capital Improvement ☐ Economic Development ☐ Historic Preservation ☐ Public Service
☐ Housing ☐ Homebuyer Assistance ☐ Tenant-Based Rental Assistance (TBRA) ☐ Homeless Housing

Objective: ☐ Create suitable living environments ☐ Provide decent affordable housing ☐ Create economic opportunities

Outcome: ☐ Availability/Accessibility ☐ Affordability ☐ Sustainability

Section II: Financial Information **At the time the Awardees has been paid or otherwise received fifty percent (50%) and seventy percent (70%) of the Agreement Funds, the Awardees reporting these expenditures must submit documentation to show that Awardees has accomplished 50% and 70%, respectively, of the Activities described herein.**

A	B	C	D	E	F	G	H
Category	**Approved Budget**	**Total Expended** [This Quarter]	**Actual Expenditures Cumulative** [Through end of this quarter]	**Reimbursed Cumulative** [Through end of this quarter]	**Cumulative Percentage** [B & D]	**Projected Expenditures** [Next Quarter]	**Projected Cumulative Expenditures** [By end of Contract Period]
Personnel	$	$	$	$	%	$	$
Contractual	$	$	$	$	%	$	$
Operating Costs	$	$	$	$	%	$	$
Commodities	$	$	$	$	%	$	$
Capital Outlay	$	$	$	$	%	$	$
TOTAL	**$**	**$**	**$**	**$**	**%**	**$**	**$**

Program Income The disposition of Program Income not specifically listed in the approved Program Income budget requires prior written approval from PHCD.

1. Does this activity generate Program Income? ☐ Yes ☐ No
2. If yes, indicate the amount generated this quarter. $ _____

MIAMI-DADE COUNTY

HOUSING AND COMMUNITY DEVELOPMENT

QUARTERLY EXPENDITURE AND PROGRESS REPORT
FY 20 _____

ACTIVITY STATUS AND ACCOMPLISHMENT INFORMATION

1. Activity Status: ☐ Cancelled ☐ Underway ☐ Completed
2. Environmental Status: ☐ A=Exempt ☐ C=Completed ☐ D=Underway
3. Is this activity still in compliance with the original project schedule? ☐ Yes ☐ No

Section III: ☐ **Work in Progress** [On-going Activities] ☐ **50% and 70% benchmark**
☐ **Accomplishment Narrative** [Activity Completed]
Check appropriate box and reference the Scope of Services, included in your contract, as the basis for reporting the work in progress or accomplished in a brief narrative format. **[🖇 Attach Scope of Services]**

Section IV: Other Supporting Efforts
Provide a description, using quantifiable data, of all other supporting efforts that have begun, partially implemented, or completed during this period.

Section V: Problems Encountered
Provide a brief description of any problems or delays encountered during this period or anticipated.

Section VI: Technical Assistance
If your organization has a need or anticipate a need for technical assistance during this period, please describe the nature of the assistance required.

Section VII: Performance Measurement
*Notes: A Supplemental Performance & Benefit Data Report must be submitted if any actual achievements are reported during this reporting period and all HOME funded projects must submit applicable activity set-up form.

Accomplishment Type: ☐ People [01] ☐ Households [04] ☐ Businesses [08] ☐ Organizations [09]
☐ Housing Units [10] ☐ Public Facilities [11] ☐ Jobs [13]

National Objective: ☐ Area Wide Benefit [e.g. LMA, LMAFI, LMASA, SBA] -or- ☐ Direct Benefit [e.g. LMC, LMH, LMJ]

People or Households ▪ Achievements: ☐ Yes ☐ No
If yes, what is the accomplishment type? ☐ People -or- ☐ Households

	People		**Households** (LMH activities only)		
	Total People	**Low / Mod**	**Total Households**	**Low / Mod**	**Female Headed**
Projected Goal					
Actual This Quarter					
Actual Cumulative					

Supplemental Report Attached Y / N _____ Performance & Benefit Data:

MIAMI-DADE COUNTY

HOUSING AND COMMUNITY DEVELOPMENT

QUARTERLY EXPENDITURE AND PROGRESS REPORT
FY 20 _____

☐ Housing –or– ☐ Public Service & Administration –or– ☐ Capital Improvement & Public Facilities

Housing Units ▪ Achievements: ☐ Yes ☐ No

	Owner	Rental	Buyer	Total
Projected Goal				
Actual This Quarter				
Actual Cumulative				

Supplemental Report Attached Y / N _____ ☐ Performance & Benefit Data: Housing

Jobs or Businesses ▪ Achievements: ☐ Yes ☐ No
If yes, what is the accomplishment type? ☐ Jobs -or- ☐ Businesses

	Total Job Count		Total Weekly Hours		Percent
Jobs Created	**Full-Time (FT)**	**FT Low / Mod**	**Part-Time (PT)**	**PT Low / Mod**	**Low / Mod Jobs**
Projected Goal					
Actual This Quarter					
Actual Cumulative					

Assistance to Businesses	**Projected Goal**	**Actual This Quarter***	**Actual Cumulative**
New Businesses			
Existing Businesses			
Total			

Supplemental Report Attached Y / N _____ ☐ Performance & Benefit Data: Economic Development

PERFORMANCE CERTIFICATION: ☐ This certifies that No Accomplishments occurred during this Quarter. _____ **Initials**

NOTE: Submittal of Supplemental Form – Performance & Benefit Data is not required at this time based on the certification that no accomplishments occurred during this quarter.

CERTIFICATION

This is to certify that the data and other information provided in this Report is correct, based on official accounting system and records, and that expenditures and obligations shown have been made for the purpose of and in accordance with applicable Terms and Conditions of the Contract and Funding Requirements.

Report Prepared by: _____ Title: _____ Date: _____
Print Name

Signature of Certifying Official: _____ Title: _____ Date: _____

FOR HCD USE ONLY Activity IDIS Number: _____

Report ☐ is / ☐ is not complete ♦ Report ☐ is / ☐ is not accurate

Initial review for completeness and accuracy completed by – Name: _____ _____
Project Manager

Name: _____ Date: _____
Supervisor

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

This material is available in an accessible format upon request.

HOUSING AND COMMUNITY DEVELOPMENT

MIAMI-DADE COUNTY

HOUSING AND COMMUNITY DEVELOPMENT

PERFORMANCE & BENEFIT DATA: CAPITAL IMPROVEMENTS & PUBLIC FACILITIES
Supplement to Quarterly Expenditure & Progress Report
FY 20 ___

Recipient Name: _____

Activity Name: _____

IDIS #: _____ Activity Category: _____

HUD Activity Matrix Code: _____ Accomplishment Type: _____

HUD Matrix Code Description: _____

Reporting Period	
1st Quarter [Jan-Mar]	☐
2nd Quarter [Apr-Jun]	☐
3rd Quarter [Jul-Sept]	☐
4th Quarter [Oct-Dec] / Annual Report	☐

PROJECT TYPE:	MEASURES:	ACCOMPLISHMENT UNITS COMPLETED:
☐ Acquisition / Disposition	☐ Structures ♦ ☐ Parcels	_____ # of Structures
☐ Clearance / Demolition	☐ Structures ♦ ☐ Parcels	_____ # of Parcels
☐ Street Improvements	Persons Served ♦ Low/Mod Income	_____ # of Facilities
☐ Public Facility / Type: _____	Persons Served ♦ Low/Mod Income	_____ # of Persons Served
☐ Building / Type: _____	Facilities ♦ Persons Served ♦ Low/Mod Income	_____ # of Low/Mod Income
☐ Other Capital Improvement /Type: [indicate below] _____	Persons Served ♦ Low/Mod Income	

PERFORMANCE MEASUREMENT & ACCOMPLISHMENT INFORMATION

Instructions & Applicability: National Objectives include LMA & LMC activities with any 03 matrix code except 3T.

1. Total Persons Assisted for program year: _____

2. Counts by Households (H) or Persons (P): _____

3. Of the Total Persons, enter the number:

	Number of Persons
With **New Access** to this service or benefit	
With **Improved Access** to this service or benefit	
With access to a service or benefit that is **No Longer Substandard**	
Note: This field must equal the number in Total Persons Assisted.	**Total**
With **New Access** to this type of Public Facility or Infrastructure Improvement	
With **Improved Access** to this type of Public Facility or Infrastructure Improvement	
With access to Public Facility or Infrastructure that is **No Longer Substandard**	
Note: This field must equal the number in Total Persons Assisted.	**Total**
Homeless persons given overnight shelter	
Number of beds created in overnight shelter or other emergency housing	

ELIGIBLE BLOCK GROUP INFORMATION

Is this activity, business, and/or individual located and/or lives in an eligible block group that is at least 70% low mod?
☐Yes ☐No

If yes, the census track # and eligible block group percentage must be identified, as applicable, using the maps provided via Miami-Dade County's website – https://gisweb.miamidade.gov/communityservices/.

Instructions: Type the activity address into the blank space under Community Services. At the bottom of the screen click on the tab titled "Demographics". Click on the "Business Incentive" tab. Next, click ($) symbol in upper right corner and reenter activity address. On the right of the page, business incentives will appear, click on **Community Development Block Group**, **must have at least 70% low mod residents. A copy of the printout must be included with this report.**

Provide the following information:

Location/Address (street/city/zip)	Census Tract #	% of Low/Mod

MIAMI-DADE COUNTY

HOUSING AND COMMUNITY DEVELOPMENT

PERFORMANCE & BENEFIT DATA: CAPITAL IMPROVEMENTS & PUBLIC FACILITIES
Supplement to Quarterly Expenditure & Progress Report
FY 20 ___

Location/Address (street/city/zip)	Census Tract #	% of Low/Mod

DIRECT BENEFIT DATA: ☐ PERSONS –OR– ☐ HOUSEHOLDS

RACE & ETHNICITY CATEGORY

Instructions: (1) Indicate the total number of persons or households served in each Racial Category for this reporting period and the cumulative total. (2) From the total number depicted in each Racial Category, indicate the numbers that are of Hispanic Ethnicity for this reporting period and the cumulative total.

	Report Period Totals		Cumulative / YTD Totals	
	Race	Ethnicity	Race	Ethnicity
Racial Categories	Total Number	# Hispanic	Total Number	# Hispanic
White [11]				
Black / African American [12]				
Asian [13]				
American Indian / Alaskan Native [14]				
Native Hawaiian / Other Pacific Islander [15]				
American Indian / Alaskan Native & White [16]				
Asian & White [17]				
Black / African American & White [18]				
American Indian or Alaskan Native & Black / African American [19]				
Other / Multi Racial [20]				
Totals				

OTHER DIRECT BENEFIT INFORMATION

	Report Period Totals	Cumulative / YTD Totals
Income Levels	Total Number	Total Number
Extremely Low (30% or less)		
Low (31% - 50%)		
Moderate (51% - 81%)		
Non Low/Mod (81% or greater)		
Totals		
Reporting based on household units only.		
Number of Female Headed Households		

AREA BENEFIT INFORMATION

Census (C) or Survey (S) Data Used: _____ If (S), enter # of Low/Mod & Total Population: _____

Total # of Low/Mod in Service Area: _____ Total Low/Mod Universe Population in Service Area: _____

Percent of Low/Mod in Service Area: _____

Census Tract: _____ Block Groups: _____ _____ _____ _____ _____ _____

Census Tract: _____ Block Groups: _____ _____ _____ _____ _____ _____

Census Tract: _____ Block Groups: _____ _____ _____ _____ _____ _____

PART 3 - LEVERAGING OF FUNDS [Other Funding Sources]

HOUSING AND COMMUNITY DEVELOPMENT

PERFORMANCE & BENEFIT DATA: CAPITAL IMPROVEMENTS & PUBLIC FACILITIES
Supplement to Quarterly Expenditure & Progress Report
FY 20 ___

$ _____	1. CDBG Funds	$ _____	5. Other Federal Funds
$ _____	2. HOME Funds	$ _____	6. State / Local Funds
$ _____	3. ESG Funds	$ _____	7. Private Funds
$ _____	4. Section 108 Loan Guarantee	$ _____	8. Other: _____ (Name of Funding Source)
		$ _____	**Total Funds**

REQUIRED ATTACHMENTS [if applicable]**:** 1) Certificate of Completion; 2) Printout of Eligible Block Group map, if applicable; 3) Documentation of performance / accomplishments, e.g., new or improved access to services, facility, or infrastructure upgrade; and 4) Documentation as described in the Contract or Scope of Services, or as instructed by the County.

Report Prepared by: _____ Title: _____ Date: _____
Print Name

Signature of Certifying Official: _____ Title: _____ Date: _____

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

MIAMI-DADE COUNTY
HOUSING AND COMMUNITY DEVELOPMENT (HCD)

ENVIRONMENTAL REVIEW REQUEST FORM

INSTRUCTIONS: Per 24 CFR Part 58, the purpose of the environmental review procedures is to foster the implementation of environmentally compatible activities. As a grant or loan recipient, Miami-Dade County will not fund projects that will negatively impact clients, communities, or the environment.

Part I. AGENCY AND PROJECT DETAIL

1. Indicate federal funding source/s being used:
   - ☐ CDBG - Community Development Block Grant
   - ☐ CDBG-CV - Community Development Block Grant – CARES Act
   - ☐ CDBG–R - Community Development Block Grant, Recovery
   - ☐ EDI – Economic Development Initiative
   - ☐ ESG – Emergency Solutions Grant
   - ☐ ESG-CV - Emergency Solutions Grant – CARES Act
   - ☐ HOME – Home Investment Partnerships Program
   - ☐ HOME - American Rescue Plan Act(ARPA)
   - ☐ HOPE VI – Public and Indian Housing
   - ☐ NSP – Neighborhood Stabilization Program
   - ☐ RAD – Rental Assistance Demonstration program
   - ☐ Section 8 Project Based Voucher – Public and Indian Housing
   - ☐ Section 18 Demolition/Disposition – Public and Indian Housing
   - ☐ Other: Specify _____

2. Indicate Fiscal Year: **FY 20**____

3. Name of Subrecipient/Agency: _____

4. Name of Proposed Activity: _____

5. Location (**Address with City, ST and Zip**) of Activity or Project:

6. Site Folio Number(s):

7. Commission District(s): _____

8. Direct Contact information of loan/grant recipient:

Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	

9. Detailed description of activity or project:

10. What is the purpose of the activity or project? For example, Public Service, Economic Development, Historic Preservation, Capital Improvement, Housing, etc.

11. What is the status of activity or project? For example, Pre-Development Phase, Rehab/Construction Underway, Rehab/Construction Completed, etc.

Part II. PROJECT OUTCOME

Will the activity or project result in the following?

YES	NO	Answer each question below with 'Y' or 'N' in the blanks at left
		1. Change in use
		2. Sub-surface alteration (i.e. excavations)
		3. New construction
		4. Renovation or demolition
		5. Site improvements (utilities, sidewalk, landscaping, storm drainage, parking areas, drives, etc.)
		6. Building improvements (windows, doors, etc.)
		7. Displacement of persons, households or business
		8. Increase in population working or living on site
		9. Land acquisition
		10. Activity in 100-year floodplain
		11. A new nonresidential use generating at least 1,375,000 gallons of water or 687,500 gallons of sewage per day.
		12. Use requiring operating permit (i.e. for hazardous waste, pretreatment of sewage, etc.)
		13. A sanitary landfill or hazardous waste disposal site
		14. Tree removal or relocation
		15. Street improvements
		16. The impounding of more than 10 acre feet of water (e.g. digging a lake or diverting or deepening of a body of water).

Part III. SITE SPECIFIC INFORMATION

1. Land Use:

   Describe the existing and proposed land use:
   - Existing?

_____
_____
_____
_____
_____

   - Proposed?

_____
_____
_____
_____
_____

- Does the site have any known contaminants?

☐ YES ☐ NO

- If there are known contaminants, has a Phase I audit been completed? If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

☐ YES ☐ NO

2. Site Plan:

Does the proposed activity include a new structure(s) or site improvements on a site of one (1) acre or more?

☐ YES ☐ NO

If yes, a site plan must be provided. Project(s) will not be environmentally reviewed without a site plan.

3. Photographs:

Does the activity include new construction, renovation or rehabilitation?

☐ YES ☐ NO

If yes, photographs must be provided of each side (front, rear and sides) of the structure(s) proposed for assistance and the buildings on the adjacent lots. The photographs shall be identified by address. In addition, provide for each existing structure on the site, the following information:

- Existing structure(s) on site? ☐ YES ☐ NO
- Estimated age of structure(s)? _____

4. Value of Improvements:

Does the proposed activity include rehabilitation or renovation of structure(s)?

☐ YES ☐ NO

If yes, what is the estimated cost of rehabilitation or renovation? _____

What is the amount sought for funding? _____

In addition, indicate if the estimated value of the improvement represents:

- ☐ 0 to 39.9 percent of the market value of the structure(s)
- ☐ 40 to 49.9 percent of the market value of the structure(s)
- ☐ 50 to 74.9 percent of the market value of the structure(s)
- ☐ 75 percent or more of the market value of the structure(s)

5. Phase I Environmental Audits:

Does the proposed activity involve the transfer of any property, new construction, major renovations of 75% or more of the structures' market value, or a securing of a loan for nonresidential parcel?

☐ YES ☐ NO

If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

An audit is a review of a site and adjacent properties and involves preparing a history of ownership, land use and zoning for the last 50 years; researching environmental records for information on hazardous waste sites, hazardous facilities, solid waste/landfill facilities and underground storage tanks (available through the Department of Regulatory and Economic Resources (RER), Florida Department of Environmental Protection (FDEP) and U.S. Environmental Protection Agency (EPA)); and site inspection for physical evidence of contamination such as damaged vegetation or stains in the soil.

Has a Phase I been performed? ☐ YES ☐ NO

6. Environmental Health Information:

- If a residential site, and the activity includes or involves rehabilitation, has it been inspected for defective paint surfaces?

  ☐ YES ☐ NO

  If yes, please submit the results.

- Have any child under the age of six at the site been tested for elevated levels of lead in the body?

  ☐ YES ☐ NO

  If yes, please submit the results.

7. Other Site Information:

	YES	NO
1. Flood insurance required?		
2. Public water available on site?		
3. Public sewer available on site?		
4. Children under 6 years of age residing on site or relocating to site (including day care facility)?		
5. Hazardous waste disposal facility?		
6. Storage of hazardous materials on site?		
7. Abandoned structure(s) on site?		

Part IV. SUPPLEMENTAL REQUIRED DOCUMENTS

Required Submittal Documents:

1. For **all projects**: **Submit** street/plat maps that depict location of property in the County and/or City with the location or lot clearly pointed out.

2. For **new construction** projects: **Submit** a scope of service, an itemized budget, and a site plan.

3. For **housing/building rehabilitation projects only**: **Submit** a scope of service, an itemized budget describing the major components of the rehabilitation program planned, and a photograph of the property.

4. For **historic proprieties**, include: **Submit** photographs of the property, and a description of any adjacent historic properties that may be affected by your activity.

Part V. CERTIFICATION

I certify to the accuracy of the information provided. I understand that all funded activities must have an approved environmental review clearance prior to the commencement of projects. I clearly understand that any omitted and/or incorrect information will delay the initiation of the environmental review process by the PHCD staff. As such, I am aware that omitted information could delay the commencement of my organization's project. I understand all approved environmental reviews are valid for one (1) year maximum.

Print Name	Signature	Title
Name of Organization or Corporation		Date

Unless otherwise indicated, return completed form and attachments to:

Project Management Division
Housing and Community Development
701 NW 1st Court - 14th Floor
Miami, Florida 33136

TYPES OF ACTIVITIES AND ENVIRONMENTAL GUIDELINES TRIGGERED:

Type of Activity	EXEMPT*	CENST**	CEST***	EA****
Economic Development				
New Construction				X
Rehab			X[1]	X[2]
Non-Construction/Expansion		X		
Housing				
Single Family Rehab			X	
Multi-Family Rehab			X[1]	X[2]
New Construction				X
Homeownership Assistance		X		
Affordable Housing Pre-Dev.		X		
Capital Improvement				
Handicapped Access			X	
Public Facilities			X[1]	X[2]
Infrastructure			X[1]	X[2]
Public Services				
Employment	X			
Crime Prevention	X			
Child Care	X			
Youth or Senior Services	X			
Supportive Services		X		

Type of Publication	No Public Notice/No RROF	No Public Notice/No RROF	No Public Notice/No RROF *(No Statutory Requirement Triggered)* <u>Or</u> Publish NOI/RROF *(Statutory Requirement Triggered)*	Publish FONSI and NOI/RROF

Estimated Time Frame *(Excluding Triggered Statutes)*	30-45 Days	30-45 Days	45-90 Days	90 Days Minimum

X[1] If for continued use and change in density (or size) of less than 20%
X[2] Change in density (or size) of more than 20%

*	Exempt	Exempt Activities
**	CENST	Categorically Excluded and Not Subject to 58.5
***	CEST	Categorically Excluded Subject to 58.5
****	EA	Environmental Assessment (Format II)

MIAMI-DADE COUNTY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
MINIMUM REQUIREMENTS FOR PHASE I ENVIRONMENTAL AUDITS

- The scope of service
- The reason for performing the study
- Certification of the report to Miami-Dade County
- Ownership and site location
- Site description and characterization
    - A physical description including the acreage of the property, the percentage of the site occupied by building and paved areas, site layout, groundwater flow and direction of surface runoff plus the location of surface waters and any ditches
    - Description of current site activities
    - An inventory of those characteristics of the site which may cause environmental problems
- A site history showing the prior uses of the property during the past 50 years. The site should be investigated for prior industrial, commercial, and agricultural activities on the property.
- Current and past use (for 50 years) of neighboring properties.
- The characteristics of the vegetation, soil and surface water at the site.
- A review of regulatory compliance records of all appropriate federal, state and local agencies for the site
- The HUD circular on subsurface soil contaminations states that the inquiry into government records include properties located within the following radii of the site:
    - Within one mile of the site for properties on the National Priorities List (NPL), the list of RCRA TSD facilities, and the state equivalent to NPL; and
    - Within 0.5 miles of the site for properties on the CERCLIS List, the state agency equivalent to CERCLIS list, the Leaking Underground Storage List and the List of Solid Waste or Landfill facilities
- Summary of findings
- Recommendations
- Description of study limitation including caveats

Valid Phase I Environmental Audits can not exceed more than one (1) year from the original report completion date. If the audit is older than one (1) year, agencies must submit an updated Phase I Environmental Audit or a certified letter validating the accuracy of the Phase I Environmental Audit, from the original Environmental Engineering Consulting firm, and a copy the original Phase I Environmental Audit.

Fact Sheet #ASTM

Updates on the applicability of recently adopted ASTM E 1527-13 Phase I ESA standard to HUD environmental reviews

Authority: 24 CFR Part 50.3(i), and 58.5 (i)

Purpose: To provide specific guidance on the updates to the recently adopted ASTM Phase I ESA standard that are most relevant for HUD environmental reviews, and to explain how those updates apply to HUD environmental reviews.

A Phase I ESA studies previous uses of the property:

- **Chain of title**
- **Aerial photographs**
- **Reviews government records**
- **Visual site inspection**
- **Identifies environmental concerns**
- **Makes recommendations**

Updates from previous Phase I E-1527-05

- *Recognized environmental condition* was simplified and clarified to help bring greater consistency to the identification of RECs
- *Historical REC* was clarified to exclude any REC. Under the E 1527-13 version, an HREC is a condition that was in the past, but is not now, a REC.
- *Controlled REC* definition was developed to categorize certain RECs as currently managed to a regulatory standard that does not permit unrestricted property use. This is designed to replace the use of HREC for conditions that require continued management or restrict possible uses.
- *De minimis condition* was clarified to make clear that RECs that require management or restrictions on use are still RECs.
- *Migration* was defined, clarifying that hazardous waste or petroleum products in vapor form must be evaluated as part of the Phase I ESA.

Applicability to HUD Environmental Reviews

HUD requires the performance of a Phase I ESA in accordance with ASTM E 1527 as part of environmental reviews in many of its programs, including all Federal Housing Administration (FHA) programs. ASTM International recently adopted ASTM E 1527-13, an updated version of ASTM E 1527-05. The updated version incorporates a few items which are significant for HUD's environmental reviews.

The identification of Controlled Recognized Environmental Conditions in the Phase I ESA will alert HUD staff and RE's to sites which have controlled contamination on site but may need further remediation to reach residential standards.

The migration definition includes hazardous waste or petroleum products in vapor form. This change will not impact program requirements in the FHA as most FHA programs already require that a Vapor Encroachment Survey be performed in accordance with ASTM E2600-10 and that it be included in the Phase I ESA. However, it does change the context of that requirement in that a Vapor Encroachment Survey is now required to also satisfy the ASTM E1527-13 Phase I ESA requirements. The migration definition may result in changes to the information submitted in a Phase I ESA in other HUD Offices where a Vapor Encroachment Survey was not already a program requirement.

Fact Sheet #ASTM

NEED ADDITIONAL HELP?
CONTACT YOUR LOCAL HUD ENVIRONMENTAL OFFICER,
https://www.onecpd.info/environmental-review/hud-environmental-staff-contacts/.

HOUSING AND COMMUNITY DEVELOPMENT (HCD)
UNIFORM AFFIDAVITS

Federal Employer Identification Number (FEIN)	Dun & Bradstreet Number (D-U-N-S®)
A) Name of Entity, Individual(s), Partners or Corporation	B) Doing Business As (If same as line A, leave blank)

Street Address (P.O. Box Number is not permitted)	City	State (U.S.A)	Country	Zip Code

1. ***MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT***
(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS

OWNERS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	CHECK BOXES BELOW							
				GENDER		RACE / ETHNICITY					
				M	F	White	Black	Hispanic	Asian / Pacific Islander	Native American / Alaskan Native	Other
				☐	☐	☐	☐	☐	☐	☐	☐
				☐	☐	☐	☐	☐	☐	☐	☐
				☐	☐	☐	☐	☐	☐	☐	☐
				☐	☐	☐	☐	☐	☐	☐	☐
If a percentage of the firm is owned by a publicly traded corporation, indicate below in the space "Other Corporations".											
OTHER CORPORATIONS				☐	☐	☐	☐	☐	☐	☐	☐
				☐	☐	☐	☐	☐	☐	☐	☐
				☐	☐	☐	☐	☐	☐	☐	☐

HOUSING AND COMMUNITY DEVELOPMENT (HCD)
UNIFORM AFFIDAVITS

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT
(County Ordinance No. 90-133, amending Section 2.8-1 (d) (2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes ☐ No ☐
2. Does your firm provide paid health care benefits for its employees? Yes ☐ No ☐
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	NUMBER OF EMPLOYEES		
	Males	Females	
White			
Black			
Hispanic			
Asian / Pacific Islander			
Native American / Alaskan Native			
Other			
Total Number of Employees			
			Total Employees

---

3. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT
(Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all work places
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

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4. MIAMI-DADE COUNTY DISABILITY AND NON-DISCRIMINATION AFFIDAVIT
(Article 1, Section 2-8.1.5 Resolution R-182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended, 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:
Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five

(5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

---

5. *MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT*
(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that it's contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

---

6. *MIAMI-DADE COUNTY AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY*
(Ordinance 99-162, amending Section 2-8.1; Ordinance 00-30, amending Section 2-8.1 (c), and Ordinance 00-67, amending 2-8.1 (h), of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

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7. *MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT*
(Article 1, Section 2-8.1(i) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

---

8. *MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT*
(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

---

9. *MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT*
(Section 2-8.9 of the of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

HOUSING AND COMMUNITY DEVELOPMENT (HCD)
UNIFORM AFFIDAVITS

10. MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT
(Article 8, Section 11A-60 – 11A-67 of the of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

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11. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT
(Section 2-8.6 of the Miami-Dade County Code)

The individual or entity entering into a contract or receiving funding from the County ☐ has ☐ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County ☐ has ☐ has not as of this date been convicted of a felony during the past ten (10) years.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known_____ _____

Or produced identification _____ Notary Public State of _____

_____ My commission expires _____
(Type of identification)

_____
(Print, type or stamp commission name of notary public)

HOUSING AND COMMUNITY DEVELOPMENT (HCD)
UNIFORM AFFIDAVITS

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1.- This form statement is submitted to _____

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and if applicable its Federal Employer Identification Number (FEIN) is _____.

If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement: SSN _____-_____-_____

2.- I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3.- I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in a federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4.- I understand that an "Affiliate" as defined in paragraph 287.133 (1)(a), Florida Statutes means:

a) A predecessor or successor of a person convicted of a public entity crime or;
b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 moths shall be considered an affiliate.

5.- I understand that a "person" as defined in paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6.- Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

HOUSING AND COMMUNITY DEVELOPMENT (HCD)
UNIFORM AFFIDAVITS

_____ Neither the entity submitting sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity had been charged with, and convicted of a public entity crime subsequent to July 1, 1989, **AND** (please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTRING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known_____ _____

Or produced identification _____ Notary Public-State of _____

_____ My commission expires _____
(Type of identification)

_____
(Print, type or stamp commission name of notary public)

HOUSING AND COMMUNITY DEVELOPMENT (HCD)
UNIFORM AFFIDAVITS

AFFIDAVIT OF FINANCIAL AND CONFLICTS OF INTEREST

1.- Do you have any past due financial obligations with Miami-Dade County?

Single Family House Loans	Yes ☐	No ☐
Multi-Family Housing Rehab	Yes ☐	No ☐
CDBG Commercial Loan Project	Yes ☐	No ☐
U.S.HUD Section 108 Loan	Yes ☐	No ☐
Other HUD Funded Programs	Yes ☐	No ☐
Other (liens, fines, loans, occupational licenses, etc.)	Yes ☐	No ☐

If YES, please explain:

_____

_____

_____

2.- Do you have any past due financial obligations with Miami-Dade County?

YES ☐ NO ☐

If YES, please explain:

_____

_____

_____

3.- Are you a relative of or do you have any business or financial interests with any elected Miami-Dade County official, Miami-Dade County Employee, or Member of Miami-Dade County's Advisory Boards?

YES ☐ NO ☐

If YES, please explain:

_____

_____

_____

Any false information provided on this affidavit will be reason for rejection and disqualification of your project-funding request to Miami-Dade County

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

By: _____ _____
(Signature of Applicant) (Date)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known_____ _____

Or produced identification _____ Notary Public-State of _____

_____ My commission expires _____
(Type of identification)

_____
(Print, type or stamp commission name of notary public)

HOUSING AND COMMUNITY DEVELOPMENT (HCD)
UNIFORM AFFIDAVITS

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____
(Insert Name of Affiant)

who being duly sworn states:

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☐ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

☐ is related to the following parties who bid in the solicitation which are identified and listed below:

_____ _____

_____ _____

_____ _____

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ _____ 20 ____
Signature of Affiant Date

_____ ___/___-___/___/___/___/___/___/___/
Print Name of Affiant and Title Federal Employer Identification Number

_____
Print Name of Firm

_____
Address of Firm

HOUSING AND COMMUNITY DEVELOPMENT (HCD)
UNIFORM AFFIDAVITS

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20___

He/She is personally known to me or has presented _____ as identification.
Type of identification

_____ _____
Signature of Notary Serial Number

_____ _____
Print or Stamp Name of Notary Expiration Date

Notary Public State of _____

Notary Seal

HOUSING AND COMMUNITY DEVELOPMENT (HCD)

ETHICS COMMISSION DISCLOSURE STATEMENT FOR ALL HCD PROGRAMS

Applicant: _____

Co-Applicant: _____

In accordance with Section 2-11.1 Subsection (c), and (d) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, covered persons defined under 2-11.1(b) are required to request an Ethics Opinion if they are seeking to participate in housing assistance programs administered by the HCD. Check if any of the following applies to you:

☐ **I/we do not** currently work for Miami-Dade County *(no additional action is required).*

☐ **I/we am/are a School Board or Federal Employee**. *These employees **are not** covered under Section 2-11.1 of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (no additional action is required)*.

☐ **I/we am/are an appointed or elected County Official** *(Ethics Opinion must be sought - http://ethics.miamidade.gov/frequently-used-forms.asp)*

☐ **I/we am/are a Miami-Dade County Employee** *(Ethics Opinion must be sought - http://ethics.miamidade.gov/frequently-used-forms.asp).*

- Please provide the department and division name below:

_____

☐ **I/we am/are immediate family** to a Miami-Dade County employee, appointed or elected official. (*) *Immediate family is defined as spouse, domestic partner, parents, stepparents, children and stepchildren (Ethics Opinion must be sought - http://ethics.miamidade.gov/frequently-used-forms.asp)*.

- Please provide the following information regarding the County employee, appointed or elected official:

Name of employee, appointed or elected official: _____

Department, Division, or Board: _____

Signature of Applicant: _____

Signature of Co-Applicant: _____

Date: _____

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

HOUSING AND COMMUNITY DEVELOPMENT

DEVELOPER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES, FEES AND PARKING TICKETS HAVE BEEN PAID
(Section 2-8.1 (c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)
and

THAT DEVELOPER IS NOT IN ARREARS TO THE COUNTY
(Section 2-8.1 (h) of the Code of Miami-Dade County, as amended by Ordinance No.00-67)

I, _____, being first duly sworn, hereby state and certify that the foregoing statements are true and correct:

1. That I am the Developer (if the Developer is an individual), or the_____(fill in the title of the position held with the Developer) of the Developer.

2. That the Developer has paid all delinquent and currently due fees or taxes (including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above developer, have been paid.

3. That the Developer is not in arrears in excess of the enforcement threshold under any contract, final non-appeasable judgment, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Developer has a controlling financial interest. For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appeal able judgment, or lien with Miami-Dade County that exceeds $25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity.

By: _____
Signature of Affiant

_____20_____
Date

_____
Printed Name of Affiant and Title

_____
Federal Employer Identification Number

_____
Printed Name of Firm

_____
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this_____day of _____20_____.

by _____. He/She is personally known to me or has presented

_____ as identification.
Type of Identification

_____
Signature of Notary

_____
Serial Number

_____
Print or Stamp Name of Notary

_____
Expiration Date

Notary Public-State of_____

Notary Seal

HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR DUE DILIGENCE AFFIDAVIT

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars ($1,000,000) or that otherwise must be presented to the Board for approval:

(1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;

(2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances; ·

(3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests lo providing all of the above information, if applicable, to the PCO.

Contract No.: _____ Federal Employer Identification Number (FEIN): _____

Contract Title: _____

Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
Name of Firm		Date
Address of Firm	Stale	Zip Code

Notary Public Information

Notary Public-State_____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____

By _____ He or she is personally known to me ☐ ***or has produced identification*** ☐

Type of identification produced _____

Signature of Notary Public	Serial Number
Print or Stamp of Notary Public	Expiration Date / Notary Public Seal

2/2014

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any of the funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement in excess of $100,000) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____
(Signature of Authorized Representative)

Print: _____
(Print Name of Firm and Authorized Representative)

Title: _____

Date: _____

Agency's letterhead

SAMPLE

AGENCY NAME

DISCLOSURE ABOUT RELATED PARTIES

(DATE)

THERE ARE NO BOARD MEMBERS OF THE (AGENCY NAME) WHO HAVE ANY RELATIONSHIP OR HAVE MADE ANY TRANSACTION WITH OTHER ENTITIES THAT MIGHT RESULT IN A CONFLICT WITH (AGENCY NAME) OPERATIONS.

County Construction Sign

NEW SIGN REQUEST FORM

☐ **GOB** ☐ **NON GOB**

STANDARD 4' X 8' CONSTRUCTION SIGN — **QTY.**

- ☐ **In Ground 1 Sided** ☐ **In Ground 2 Sided** — QTY. ☐
- ☐ **A-Frame 1 Sided** ☐ **A-Frame 2 Sided** — QTY. ☐

MODIFIED 2' X 3' CONSTRUCTION SIGN

- ☐ **Portable A-Frame** — QTY. ☐

This Form to be Emailed to:
Makingston Chery: cmakin@miamidade.gov
and Hernan Lopez: lopezh@miamidade.gov



Sign is 4' X 8' with 12' post

- Project Manager to mark location of sign(s) on site.
- Installer to call Sunshine 811 or 1-800-432-4700 for underground inspection before digging.

Service Ticket #

Department Code

Activity **Source Type**

Fund **Grant**

Project Name

Project Number

Estimated Project Completion Date *(mm/dd/yyyy)*

Project Website

Project Description *(max characters 225)*

Name:_____

Department:_____

Address:_____

Phone Number:_____

District Commissioner

Funding Source Logo(s) (3 Max)

○ ○ ○ ○

Other Specify:

Sign location address
Plus specific location of sign placement

FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Developer submits the following detailed statement of its policies and procedures of awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ FEIN: _____

Address: _____ City: _____ State: _____

_____ Zip Code: _____

Telephone: _____ Fax: _____

MIAMI-DADE COUNTY

HOUSING AND COMMUNITY DEVELOPMENT (HCD)

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Developer _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by the developers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of $100,000 or more, and all developers on County or Public Health Trust construction contracts which involve expenditures of $100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the developer will not utilize subcontractors or suppliers on the contract. The developer should enter the word "NONE" under the appropriate heading on this form in those instances where no subcontractors or suppliers will be used on the contract**. The developer who is awarded the contract shall not change or substitute first tier subcontractors, direct suppliers or the portions of the contract work to be performed, or materials to be supplied from those identified, except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Scope of Work to be Performed by Subcontractor/Sub-consultant	Principal Owner	(Principal Owner) *Gender*	*Race*

Business Name and Address of Direct Supplier	Supplies/Materials/Services to be Provided by Supplier	Principal Owner	(Principal Owner) *Gender*	*Race*

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Signature Developer(s) _____ Print Name _____ Print Title _____

Date _____ Authorized Representative _____

(Duplicate if additional space is needed)

HOUSING AND COMMUNITY DEVELOPMENT
Agreement
To Authorize Examination of Records and Adhere to Records Retention Requirements

The undersigned agrees to the stipulations noted below for all work, materials, and services provided under this **agreement** dated _____ and/or for all other third-party agreements/contracts for labor, materials, and services related to the work covered by this agreement for the _____ project/activity.

The undersigned shall ensure, and shall require all parties with whom it contracts to ensure, that Miami-Dade County, the Department of Housing and Urban Development, or Comptroller General of the United States, or any of their duly authorized representatives shall, have access to and the right to examine any of the following ***records*** from the awardee, sub-recipient, developer, contractor, subcontractor, suppliers and/or any other entity involved in any capacity in the above-referenced project/activity, for seven (7) years after final payment under contract. Records shall include, but are not limited to, the following:

> Contracts, sub-contracts, audits, financial books, ledgers, copies of canceled checks (front and back), wire transfer confirmations, payment requests (draws), invoices, receipts, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes, other media storage, pertinent books, documents, papers, or other records—whether physical, electronic, or in any form-- involving transactions related to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The awardee, sub-recipient, developer, contractor, sub-contractor, sub-tier, suppliers and or any other entity involved in any capacity in the above-referenced project shall adhere to the following ***records retention*** requirements:

a) Maintain, and require that its sub-contractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the contract/agreement documents for this project.
b) The undersigned shall retain such records, and all other documents related to the services and materials furnished for this project, for a period of three (3) years from the completion of the activity or project.

Other information:

a) The County may conduct unannounced visits to offices, satellite offices, work sites, supplier warehouse, etc. of all entities involved in any capacity in the above-referenced project.
b) Pursuant to the contract, there may be additional records requirement not listed in this agreement.

Entity Name:	**Employer ID #/FID #:**

Full Address (including City, ST and Zip) and Email Address

Signature: _____

Print Name:	**Date:**
Title:	

Check one, as applicable:

___ Developer
___ Sub-contractor or sub-tier sub-contractor
___ Prime-Contractor
___ Other (specify) _____

This material is available in an accessible format upon request.

CD/61/31616

Housing and Community Development

Community Development Block Grant (CDBG) Program

Attachment J

Calculation for Use of Program Income from CDBG Activities

(Micro-Lenders Only)

Not Applicable

KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

_____ does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of Section 287.138, F.S.

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized Representative: _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

ITEM NO. 12.A

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO PROVIDE FOR TEMPORARY USE SETBACK MODIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

RECOMMENDATION

It is recommended that the Village Commission Approve the Proposed Ordinance on First Reading as presented.

BACKGROUND AND ANALYSIS

In the interest of time, the proposed ordinance is being presented to the Commission for first reading at the April 21, 2026 regular Commission meeting. The ordinance would then be presented to the Planning and Zoning Board at the Board's May 6, 2026 meeting and it is anticipated that the ordinance would be considered for adoption on second reading on May 19, 2026.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be determined

PERSONNEL IMPACT

Planning Department will review applications.

ATTACHMENTS

Staff Memo - Ordinance Section 8.11 Use Exceptions.DOCX
Ordinance Amending Section 8.11 Use Exceptions.DOCX

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **April 21, 2026**

To: **Mayor and Commissioners**

From: **Craig Pinder, AICP, Village Planner**

Thru: **Frank Rollason, Village Manager**

Subject: **STAFF REPORT – Text Amendment to Section 8.11 "Use Exceptions"**

1. Background

Section 8.11 of the Unified Land Development Code ("ULDC") establishes the purpose and framework for use exceptions, which are designed to provide flexibility in the application of zoning regulations by allowing certain buildings or uses that would not otherwise be permitted. Applicable to all zoning districts within the Village except the T6 zone, these provisions allow the Village Commission to evaluate specific requests on a case-by-case basis to ensure that proposed uses do not adversely impact adjacent properties.

Among the uses permitted through this process are temporary sales centers, marketing offices and temporary construction trailers and/or units used for the storage of construction materials, all of which are commonly associated with active development projects. Temporary sales centers and marketing offices facilitate on-site sales activity, while construction trailers and associated facilities support construction operations, staging, and project management.

While Section 8.11 grants the Village Commission discretion to approve these temporary uses, the ULDC simultaneously limits that authority. Specifically, Section 7.2.B ("Variance Prohibited") prohibits the Village Commission from granting any variance or deviation from site development standards in connection with the approval of a use exception.

As a result of this restriction, applicants seeking approval of temporary sales centers/marketing offices or construction trailers must fully comply with all applicable setback requirements, even in circumstances where strict compliance creates practical difficulties due to site constraints, construction staging needs, or conflicts with the footprint of the building under development. In such cases, there is currently no mechanism within the ULDC for the Village Commission to grant limited, temporary relief from setback requirements as part of a use exception approval.

This restriction creates challenges for the efficient siting of temporary facilities during active

construction, particularly on constrained or developing sites where flexibility is necessary to accommodate construction logistics and on-site operations. Although the need for such flexibility is temporary and directly tied to construction activity, the Code does not currently distinguish between permanent deviations and short-term, construction-related conditions.

Accordingly, the proposed amendment to Section 8.11 is necessary to provide the Village Commission with explicit authority to approve temporary setback modifications in limited circumstances, as part of a use exception, without requiring a variance. The amendment is narrowly tailored to address practical difficulties associated with temporary uses, such as sales centers and construction trailers, while ensuring that any approved modifications remain temporary, include appropriate mitigation measures, and are subject to clear expiration requirements tied to the duration of the approved temporary use.

2. Proposed Amendment

The proposed text amendment creates a new subsection Section 8.11.E – Temporary Use Setback Modifications, which establishes a framework for limited, temporary relief from the required setback standards for certain temporary uses associated with active construction. Specifically, the amendment provides:

- The Village Commission with authority to approve modifications to required setbacks for temporary uses associated with active construction as part of a use exception approval.
- That such modifications must be supported by a showing of practical difficulty, including but not limited to conflicts with the footprint of a project under development or other site constraints.
- That applicants must provide mitigation measures to minimize potential impacts on adjacent properties, such as enhanced landscaping, buffering, or other comparable methods.
- That setback modifications granted under this provision do not require a variance, as they are reviewed through the use exception process.
- That any setback modification granted under this provision shall be:
    - Expressly limited to the duration of the approved temporary use, and
    - Automatically expire upon the removal or cessation of the temporary use, at which time the property must return to full compliance with all applicable setback requirements.

3. Analysis

1. Purpose and Need
The amendment addresses a gap in the ULDC by allowing reasonable flexibility for temporary uses in connection with active construction. Construction sites often face spatial constraints due to active building footprints, staging needs, and necessary safety requirements. Strict adherence to setbacks in these situations can preclude the ability to locate temporary structures such as sales centers and construction trailers on site during active construction.

2. Compatibility and Impact Mitigation

The amendment maintains compatibility with surrounding properties by requiring mitigation measures. These may include:

- Enhanced landscaping or screening
- Temporary buffering elements
- Alternative site design features to reduce visual or operational impacts

Additionally, all requests will be subject to public hearings and review by the Village Commission, ensuring case-by-case evaluation.

3. Temporary Nature and Safeguards

A key component of the amendment is the limitation that any setback modification:

- Is temporary in nature, and
- Is directly tied to the duration of the approved temporary use

The provision ensures that the setback modifications automatically expire once the temporary use is removed or ceases operation. This eliminates the risk of unintended permanent encroachments and ensures that all properties ultimately comply with standard setback requirements.

4. Avoidance of Variance Process for a Temporary Use

By allowing the setback modifications through the use exception process, the amendment avoids the need for applicants to pursue variances for short-term conditions. This streamlines the development review process, reducing administrative burden for both applicants and the Village, while ensuring that active development projects can proceed efficiently and without unnecessary delay, all while maintaining appropriate oversight and compliance with applicable development standards.

4. Consistency with Comprehensive Plan

The proposed amendment to Section 8.11 has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The amendment advances the overarching goal of securing the maximum physical, economic, and social welfare of the Village by allowing for the more efficient and practical use of land during active construction, while maintaining the Village's character as an attractive waterfront residential community. By introducing a mechanism for temporary setback modifications, the amendment supports orderly development without compromising long-term site design standards or neighborhood compatibility. The amendment is consistent with the GOPs cited below, and others; and will support and further the land use, development and community character vision of North Bay Village as expressed in the GOPs.

North Bay Village Comprehensive Plan - Future Land Use Element

> **GOAL:** Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.
>
> **Objective 2.1**
> Manage future growth and development by implementing and enforcing all existing plans

and regulations and by preparing and adopting new regulations as needed.

Policy 2.1.1: Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.

* * *

Objective 2.2

Implement policies, strategies and actions to promote the Village's character as an attractive, sustainable and resilient waterfront community and direct future development and redevelopment to be consistent with the desired community character, the vision and pillars of the NBV100 Master Plan, and goals, objectives, and policies within the Plan.

Policy 2.2.6: The Village Planning & Zoning Board shall continue to ensure that proposed development and redevelopment is consistent with written guidelines and regulations for development and redevelopment.

* * *

5. Recommendation

Staff finds that the proposed text amendment to "Section 8.11 – Use Exceptions" is consistent with the development and community character goals of the North Bay Village Comprehensive Plan and the pillars of the NBV100 Master Plan, and recommends approval of the proposed amendment.

6. List of Attachments to Staff Report

Ordinance 2026-XX – Amendment to Section 8.11 "Use Exceptions"

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING SECTION 8.11, "USE EXCEPTIONS" OF THE UNIFIED LAND DEVELOPMENT CODE (ULDC) TO PROVIDE FOR TEMPORARY USE SETBACK MODIFICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village ("Village") Unified Land Development Code ("ULDC") establishes regulations to guide coordinated, balanced, and harmonious development in accordance with the Village's present and future needs, while protecting the public health, safety, and general welfare; and

WHEREAS, Section 8.11 of the ULDC provides for use exceptions in order to allow flexibility in the application of zoning regulations to accommodate certain uses otherwise not permitted by code; and

WHEREAS, the Village Commission recognizes that temporary uses associated with active construction projects, including construction trailers, sales centers, and similar facilities, are necessary to facilitate efficient and timely development; and

WHEREAS, the Village Commission further recognizes that strict application of setback requirements to such temporary uses may, in certain instances, create practical difficulties due to site constraints, including but not limited to conflicts with the footprint of the building under development; and

WHEREAS, the Village Commission desires to provide a mechanism within Section 8.11 of the ULDC to allow for modification of setback requirements for temporary uses in connection with active construction, subject to review and approval as a use exception; and

WHEREAS, the Village Commission finds that allowing such temporary setback modifications, when accompanied by appropriate mitigation measures such as enhanced landscaping, buffering, or comparable methods, will minimize impacts on adjacent properties while maintaining compatibility with surrounding uses; and

WHEREAS, the Village Commission further finds that such temporary setback modifications should not require the granting of a variance, as they are limited in duration and tied to active construction activities reviewed through the use exception process; and

WHEREAS, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended [approval/approval with conditions/denial]; and

WHEREAS, the Village Commission finds 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 Section 8.11 of the Village Code. That Section 8.11 of the Unified Land Development Code of North Bay Village, Florida, is hereby amended to read as follows:

Chapter 8 – Zoning

*** * ***

§ 8.11 – Use Exceptions.

* * *

E. *Temporary Use Setback Modifications.* For temporary uses in connection with active construction, applicable setbacks may be modified by the Village Commission as part of the use exception approval based on a showing of practical difficulty, including but not limited to conflicts with the footprint of the building under development. In such cases, the applicant shall provide mitigation such as enhanced landscaping and buffering or other comparable buffering methods to reduce the impact on adjacent properties and neighbors. For avoidance of doubt, any setback modifications granted pursuant to this subsection shall be expressly limited to the duration of the approved temporary use and shall automatically expire upon the removal or cessation of the temporary use, at which time full compliance with all applicable setback requirements shall be required. The setback modifications permitted pursuant to this subsection shall not require a variance.

* * *

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be

renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2026.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andrew Rotondaro _____

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY MAYOR RACHEL STREITFELD AND CO-SPONSORED BY COMMISSIONER DORIS ACOSTA**

RECOMMENDATION

The proposed ordinance was amended between first and second readings to add provisions related to towing vessels as requested at first reading.

BACKGROUND AND ANALYSIS

This item is sponsored by Mayor Streitfeld and was prepared and placed on the agenda at the direction of the Village Commission following a discussion at the February 17 regular Village Commission meeting.

The proposed ordinance amends Chapter 150 of the Village Code by creating Section 150.22 to regulate long-term overnight anchoring of vessels within the waters of North Bay Village. The ordinance is authorized by Section 327.60(2)(f), Florida Statutes, which allows local governments located within counties with populations greater than 1.5 million, including those within Miami-Dade County, to regulate certain overnight anchoring of vessels. The new

section prohibits vessels from anchoring within the waters of the Village for more than thirty (30) days in any six (6) month period between one-half hour after sunset and one-half hour before sunrise and establishes a warning notice procedure prior to enforcement. The ordinance also amends Section 153.04 of the Village Code to add a civil penalty for violations of the new anchoring restrictions. The purpose of the ordinance is to address long-term anchoring within the Village's waters and protect navigational safety and environmental conditions in surrounding waterways, including Biscayne Bay.

The proposed ordinance was amended between first and second reading to add provisions related to towing vessels as requested at first reading.

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

PERSONNEL IMPACT
None

ATTACHMENTS
Ordinance - Prohibit Overnight Anchoring Vessel .DOCX
Notice of Public Hearing - MDC Legal Ads 040726.pdf

ORDINANCE NO. 2026- _____

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Commission of North Bay Village (the "Village") finds it necessary to periodically amend its Code of Ordinances ("Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, Chapter 150 of the Village Code regulates activities relating to boats, docks, marinas, and waterways within the Village; and

WHEREAS, Section 150.15 of the Village Code adopts and incorporates by reference the Chapter 327 of the Florida Statutes known as the "Florida Vessel Safety Law"; and

WHEREAS, Section 150.01 of the Village Code defines "waters of the Village" as all waters within the corporate limits of North Bay Village, whether immediately tangent to one of the islands or a part of Biscayne Bay; and

WHEREAS, Section 327.60(2)(f)3, Florida Statutes, as amended by Chapter 2025-39, Laws of Florida, authorizes municipalities located within counties having a population greater than 1.5 million to regulate certain long-term overnight anchoring of vessels within their jurisdiction; and

WHEREAS, the Village is located within Miami-Dade County, Florida, a county having a population greater than 1.5 million people; and

WHEREAS, the Village Commission finds that long-term anchoring of vessels within the waters of the Village may contribute to environmental impacts, navigational hazards, and the accumulation of vessels that remain anchored for extended periods within Biscayne Bay; and

WHEREAS, the Village Commission desires to regulate certain long-term overnight anchoring within the waters of the Village in a manner consistent with state law and the existing provisions of Chapter 150 of the Village Code; and

WHEREAS, the Village Commission further finds that providing warning notices prior to enforcement will promote voluntary compliance and assist vessel owners in understanding the requirements of the Village Code; 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. Chapter 150 of the Village Code Amended. That Chapter 150, "Boats, Vessels, and Houseboats" of the Code of Ordinances of North Bay Village, Florida, is hereby amended to read as set forth in Exhibit "A" attached hereto and incorporated herein.

Section 3. Chapter 153 of the Village Code Amended. That Section 153.04, "Schedule of Fines and Civil Penalties," of the Code of Ordinances of the Village of North Bay Village is hereby amended to read as set forth in Exhibit "B" attached hereto and incorporated herein.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Codification. That it is the intention of the Village Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading.

PASSED on first reading on the _____ day of _____, 2026.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:

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

Exhibit A[1]

Section 150.22 – Overnight Anchoring Restrictions; Warning; Enforcement.

(A) *Prohibition*. No owner or operator of a vessel shall anchor such vessel within the waters of the Village for a period of one (1) hour or more between one-half hour after sunset and one-half hour before sunrise for more than thirty (30) days in any six (6) month period. Each day a vessel remains anchored in violation of this section shall constitute a separate violation.

(B) *Enforcement; Penalties for Violation; Appeal*. This section may be enforced by the Village Police Department, the Village Code Compliance Department, or any other law enforcement agency having jurisdiction. Violations of this section shall be enforced pursuant to §150.99 of this Chapter and Chapter 162, Florida Statutes, in the manner prescribed below:

(1) *Warning Notice*. Prior to the issuance of a Notice of Violation pursuant to this section, the vessel owner, occupant, or operator must be provided a warning in the manner prescribed below that the vessel will be subject to enforcement if it remains anchored within the waters of the Village in violation of subsection (A) above.

(2) *Warning Notice Procedure*. At any time during which a vessel is anchored overnight within the waters of the Village for more than fourteen (14) days in any six-month period, a code compliance officer or law enforcement officer who has reason to believe that such vessel may violate the prohibition on overnight anchoring established by this section shall provide the vessel owner, occupant, or operator with written notice that it may be subject to future enforcement in the manner prescribed below:

i. If the vessel is occupied, written notice shall be provided directly to the vessel owner, occupant, or operator, unless such person refuses to accept the written notice in which case the notice may be affixed to the vessel; or

ii. If the vessel is unoccupied or if occupancy cannot be determined, written notice shall be affixed to the vessel; and

iii. In addition to either subsection (1) or (2) above, written notice shall be sent via U.S. Postal Service by certified mail, return receipt requested, to the registered owner and any lienholder of the vessel irrespective as to whether the vessel is occupied or unoccupied. The requirements of this subsection shall be deemed satisfied upon mailing. If no owner or lienholder can be identified after reasonable

[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.

effort to ascertain the name and address of the owner and any lienholder, then this subsection c. shall not apply.

iv. The written warning notice shall include the following:

1. Information that the vessel may soon be in violation of subsection (A) "Prohibition on overnight anchoring within the waters of North Bay Village"; and

2. A copy of this section.

(3) *Fines and Enforcement*. The owner, occupant, and operator of a vessel found to be in violation of this section as of a date that is ten (10) days or more after issuance of a warning notice by any method prescribed in subsection (2) above shall be subject to the fines set forth in § 153.04. In addition to the fines prescribed above, any vessel found to be in violation of this section as of a date that is ten (10) days or more after issuance of a warning notice by any method prescribed in subsection (2) above shall be subject to removal, towing, impoundment, and disposal to the extent authorized by Chapter 327, Florida Statutes, and other applicable law, in accordance with the provisions set forth in subsection (4) below.

(4) *Appeal Procedure; Removal, Towing, Impoundment, Disposal*.

i. Any cited party shall have ten (10) days within which to appeal the Notice of Violation to the Village by paying an administrative fee and submitting a written request to the Clerk of the Special Magistrate which must include the vessel owner's name, address, telephone number, email address, and a copy of the Notice of Violation that was issued to the vessel owner, occupant, or operator, or affixed to the vessel.

ii. Hearings held pursuant to this section shall be noticed and conducted in accordance with Chapter 162, Florida Statutes, and applicable provisions of the Village Code. However, hearings under this section shall be advanced on the Special Magistrate's calendar to the soonest practicable hearing date, and continuances requested by either the cited party or the Village shall be limited to only one continuance per side and each continuance shall be limited to no more than ten (10) days.

iii. Prior to and until a Special Magistrate's determination, the vessel found to be in violation of this section shall not be removed or towed, but fines shall continue to accrue so long as the vessel remains anchored in violation of this section.

iv. If no cited party timely appeals the Notice of Violation or the Special Magistrate upholds the violation, the vessel may be removed, towed,

and impounded by the Village or its contractor to the extent authorized by law until such time as the vessel owner or lienholder retrieves the vessel after paying all costs associated with the removal, towing, and impoundment, along with all accrued fines owed to the Village.

v. If no cited party timely appeals the Notice of Violation, or no cited party timely appeals the Special Magistrate's determination, or all appeals from the Special Magistrate's determination have been exhausted, and the vessel owner or lienholder has failed to retrieve the vessel from the impoundment facility, the Village or its contractor may dispose of the vessel in accordance with law.

(5) *Contractors; License and Insurance Required*. A contractor performing removal, towing, or impoundment services at the direction of a code compliance officer or law enforcement officer pursuant to this section must: (1) be licensed in accordance with United States Coast Guard regulations, as applicable; (2) obtain and carry a current insurance policy issued by a licensed insurance carrier in this state to insure against any accident, loss, injury, property damage, or other casualty caused by or resulting from the contractor's actions; and be properly equipped to perform such services.

(C) *Calculation of Time for Enforcement*. For purposes of enforcing the overnight anchoring limitation set forth in this section, the presence of a vessel anchored within the waters of the Village during overnight hours shall be counted toward the thirty (30) day limitation regardless of whether the vessel moves to another location within the waters of the Village during the six (6) month period. Movement of a vessel to another location within the waters of the Village shall not restart the thirty (30) day period.

Exhibit B

Chapter 153 - CODE ENFORCEMENT

***

§ 153.04 - Schedule of civil penalties.

***

Section	Description of Violation	Penalty Fee
150.22	Violation of overnight anchoring restrictions	$250 per day for a first violation; $500 per day for a repeat violation

***

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 APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED "HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH EL-AD NATIONAL PROPERTIES, LLC RELATING TO THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 891 2658 3746**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

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SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Apr 7, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

TO: Planning and Zoning Board

FROM: Craig Pinder, Village Planner

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

Staff recommends **approval** with conditions of the Use Exception Pursuant to Sec. 8.11.B.4 to allow a temporary Sales Center/Marketing Office at 7946 & 8000 East Drive.

BACKGROUND AND ANALYSIS

The Planning and Zoning Board reviewed this item at its March 31, 2026 Meeting and recommended approval. See staff Memo for further analysis.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENT(S):

Resolution - Use Exp. Sales Center 7946-8000 East Drive.DOCX
Staff Report - 7946- 8000 E Drive -Use Exception_Post P&Z.docx
1. Use Exception Application.pdf
2. Letter of intent.pdf
3. Survey.pdf

4. Architectural Plans.pdf
5. Landscape plans.pdf
Public Hearing Notice - MDC Ads.pdf
Mailer and Posting for 7946-8000 East Drive.pdf
Notice of Public Hearing - MDC Legal Ads 040726.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Harbor Island Development Company, LLC (the "Applicant") submitted an application requesting a use exception pursuant to Section 8.11.B.4 of the Unified Land Development Code ("ULDC") for property located at 7946 and 8000 East Drive, North Bay Village, Florida, identified by Folio Nos. 23-3209-001-0030, 23-3209-001-0024, and 23-3209-001-0020, (collectively, the "Property"); and

WHEREAS, the Property was zoned RM-70 and is now zoned 8000 East Special Area Plan (the "8000 East SAP"), which provides for the applicability of the RM-70 regulations except in the event of a conflicting provision within the 8000 East SAP regulations; and

WHEREAS, on September 16, 2025, the Village Commission adopted Resolution Nos. 2025-086 and 2025-087 approving a 364-unit multi-family condominium development on the Property, including associated project entitlements, and a development agreement (the "Project"); and

WHEREAS, the Applicant seeks approval of a use exception to temporarily place and operate a sales center/marketing office on the Property to support marketing and sales activities associated with the approved Project (the "Application"); and

WHEREAS, neither the RM-70 zoning district regulations nor the 8000 East SAP regulations permit temporary sales centers/marketing offices as principal or accessory uses, however they may be approved by the Village Commission as a use exception pursuant to Section 8.11.B.4 of the ULDC; and

WHEREAS, Section 8.11.B.4 restricts the life of such temporary uses to a period not exceeding twelve (12) months from the date of Commission action, renewable administratively by the Village Manager for up to two (2) additional twelve (12) month periods for a maximum duration of thirty-six (36) months; and

WHEREAS, Section 8.11.B. grants the Village Commission authority to permit a temporary sales center/marketing office as a use exception provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in the ULDC of adjacent property; and

WHEREAS, after a duly noticed public hearing held on March 31, 2026, the Planning and Zoning Board considered the Application and voted to [recommend approval / recommend approval with conditions / recommend denial] of the Application to the Village Commission; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2026, in accordance with the law to hear the Application; and

WHEREAS, the Village Commission finds the proposed Application [is/is not] consistent with the Village's Comprehensive Plan and ULDC; [does/does not] further the purpose, goals, objectives, and policies of same; and [is/is not] in the best interest of the Village.

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

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

Section 2. Findings. The Village Commission, after review of competent substantial evidence in the record and a duly noticed public hearing, hereby finds that the Application [meets/does not meet] the criteria set forth in Section 8.11 of the ULDC for approval of the requested temporary sales center/marketing office at 7946 & 8000 East Drive.

Section 3. Decision; Conditions. Pursuant to Section 8.11.B.4 of the ULDC, the requested Application to permit a temporary sales center/marketing office as a use exception is hereby [approved/approved with conditions/denied], [subject to the following conditions]:

1. The temporary sales center shall be in substantial conformance with the following plans submitted as part of the Application:

   a. Architectural Plan Set by Arquitectonica International Corporation, dated 01/21/2026:

      i. Sheet A-00: Cover Sheet

      ii. Sheet A-000: Survey

      iii. Sheet A-001: Site Setback Diagram

      iv. Sheet A-002: Zoning Data & Location Map

      v. Sheet A-003: Site Plan

      vi. Sheet A-004: Elevations

b. Landscape Plan Set by Witkin Hults + Partners, dated 01/21/2026 (Cad ID: 2024-002), including:

i. Sheet L-1: Landscape Plan Index / Tree & Shrub Schedule

ii. Sheet L-2: Landscape Plan

iii. Sheet L-3: Landscape Details

2. This approval for the use exception shall expire after two (2) years, measured from the date of final Commission action (i.e., the date of adoption of this Resolution), if no substantial construction or change of use has taken place in accordance with the plans for which the Application for use exception was granted.
3. The temporary use may remain on the site for a period not exceeding twelve (12) months from the date of the Village Commission action (i.e., the date of adoption of this Resolution), unless administratively renewed pursuant to the time limits established in Sec. 8.11.B.4; in no case shall the temporary use exceed thirty-six (36) months.
4. Upon expiration of the approved Application for use exception, or upon issuance of the first Certificate of Occupancy for the approved Project, whichever occurs first, the temporary sales center shall be removed from the site, unless otherwise authorized by the Village.
5. The temporary structure and its surroundings shall be maintained in good visual and operational condition throughout the duration of the use, including landscaping, parking area, and any fencing/buffering.

6. All required building permits, inspections, and applicable approvals (Village and external agencies) shall be obtained prior to installation and operation of the temporary sales center.
7. Any site lighting associated with the temporary sales center shall be shielded and directed to prevent spillover onto adjacent residential properties and public rights-of-way.
8. Signage, if any, shall require a separate permit and shall comply with Chapter 11 of the ULDC.
9. Fencing, if any, shall require a separate permit and shall comply with Sec. 8.17.F of the ULDC.
10. All due cost recovery charges must be paid pursuant to Section 5.12 of the ULDC prior to issuance of any permit associated with the temporary sales center.

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. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED on this ___ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Exhibit "A"
LEGAL DESCRIPTION

Address: 7946 and 8000 East Drive, North Bay Village

Folio Numbers: 23-3209-001-0030; 23-3209-001-0024; 23-3209-001-0020

TRACT B LESS THE SOUTH 160 FEET OF HARBOR ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH: THE WEST 40 FEET OF THE EAST 1/2 OF THE SOUTH 160.00 FEET OF TRACT B HARBOR ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH: LOT 63 AND THE SOUTH 160 FEET OF THE WEST ONE HALF OF TRACT "B" OF "HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **April 21, 2026**

To: **Village Commission**

From: **Joshua Nogareda, Senior Planner**
Silvia E. Vargas, FAICP, Village Planner

Subject: **STAFF REPORT – Review of Use Exception Request for 7946 & 8000 East Drive**

---

1. General Information

Owner/Applicant:	Harbor Island Development Company, LLC
Site Address:	7946 & 8000 East Drive, North Bay Village, FL 33141
Site Acreage	Approx. 4.12 acres (approx. 180,000 sq. ft.)
Folio Number	23-3209-001-0030; 23-3209-001-0024; 23-3209-001-0020
Contact Person:	Amra Zakarni

2. Legal Description of Subject Property

TRACT B LESS THE SOUTH 160 FEET OF HARBOR ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH: THE WEST 40 FEET OF THE EAST 1/2 OF THE SOUTH 160.00 FEET OF TRACT B HARBOR ISLAND ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 44, PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH: LOT 63 AND THE SOUTH 160 FEET OF THE WEST ONE HALF OF TRACT “B” OF “HARBOR ISLAND”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	High Density Multi-Family Residential
Zoning District	8000 East Special Area Plan
Existing Land Use	Vacant

4. Adjacent Land Use and Zoning

North	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water
East	Future Land Use	Water and High Density Multi-Family Residential
	Zoning District	Water and RM-70 Multiple Family Residential
	Existing Land Use	Water and Multi-Family Residential
South	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Family Residential
	Existing Land Use	Multi-Family Residential
West	Future Land Use	Water
	Zoning District	Water
	Existing Land Use	Water

The above Future Land Use and Zoning District information may be visually verified through the respective maps, linked below:

Planning & Zoning Maps

Below is an aerial perspective photo of the property in context.



(Source: Miami-Dade County Property Appraiser).

5. Background

The subject property (7946 & 8000 East Drive) is located on the northernmost point of East Drive on Harbor Island and consists of approximately 4.12 acres (approximately 180,000 square feet) under common ownership.

On September 16, 2025, the Village Commission approved a 364-unit luxury multi-family condominium development on the property (the “Project”), including approval of associated Project entitlements and a development agreement through Resolutions Nos. 2025-086 and 2025-087.

The current Use Exception request is intended to support marketing and sales activity associated with the previously approved Project, and is limited to a temporary sales center located on the 7946 East Drive portion of the property.

6. Description of Applicant's Request

The Applicant requests approval of a Use Exception pursuant to Sec. 8.11.B.4 of the Unified Land Development Code ("ULDC") to allow a temporary sales center/marketing office on the subject property.

Per the Applicant's Letter of Intent, the temporary sales center is proposed as a single-story structure with fourteen (14) surface parking spaces, with new paving and landscaping intended to enhance the site and provide buffering between the temporary use and neighboring residential development.

The Applicant indicates the sales center will operate during standard business hours and is intended as a low-intensity, short-term use that will not create noise or operational impacts beyond what is typical in a residential neighborhood.

7. Consistency with Comprehensive Plan

The proposed temporary sales center has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The temporary sales center is fully consistent with the intent of Objective 2.2 and Objective 2.3, as well as their associated policies, which emphasize maintaining the Village's character as an attractive, sustainable, and resilient waterfront community while ensuring that all development aligns with established planning frameworks. As reflected in the following GOPs, the Village seeks to promote high standards of aesthetic quality, livability, and compatibility with local character, while requiring adherence to adopted land use plans, zoning regulations, and development guidelines. The temporary sales center supports these objectives by being designed and operated in a manner that respects the surrounding community, complies with applicable regulations, and avoids the introduction of incompatible or intrusive uses.

Objective 2.2
Implement policies, strategies and actions to promote the Village's character as an attractive, sustainable and resilient waterfront community and direct future development and redevelopment to be consistent with the desired community character, the vision and pillars of the NBV100 Master Plan, and goals, objectives, and policies within the Plan.

* * *

Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality, livability, sustainability, resilience, and overall acceptability to local residents.

Policy 2.2.6: The Village Planning & Zoning Board shall continue to ensure that proposed development and redevelopment is consistent with written guidelines and regulations for development and redevelopment.

* * *

Objective 2.3
Require future development and redevelopment to be consistent with that indicated in the Future Land Use Element and with any adopted redevelopment plan.

Policy 2.3.1: Continue to strongly enforce all zoning laws.

Policy 2.3.2: Protect distinct functional areas and districts from intrusion and encroachment of incompatible uses by strict compliance to the land use plan.

8. Compliance with the ULDC and Compatibility with Adjacent Uses

Section 8.11 of the Unified Land Development Code authorizes the Village Commission to approve Use Exceptions where clear indication exists that the proposed use will not substantially adversely affect adjacent permitted uses or the character of the surrounding area.

The Applicant proposes a temporary sales center associated with the approved residential development, consisting of a one-story modular structure with associated surface parking, pedestrian access, and perimeter landscaping improvements. The submitted Letter of Intent indicates that operations will be limited to standard business hours and will function primarily as a marketing and information center for prospective purchasers and visitors.

The subject property is located within the RM-70 zoning district and is surrounded predominantly by multifamily residential development and water-oriented uses. The proposed temporary structure is modest in scale relative to surrounding development and is designed to operate within an active development context. Based on the plans and supporting materials provided, the use is not anticipated to introduce operational characteristics substantially different from those typically associated with ongoing residential construction and marketing activities within the district.

Staff further notes that the proposal includes additional landscape buffering intended to soften the visual presence of the temporary structure and maintain compatibility with adjacent residential properties. Given the limited duration authorized under Sec. 8.11.B.4, the temporary nature of the installation, and the operational parameters described in the application materials, the proposed use can be considered compatible with surrounding uses, subject to conditions ensuring continued maintenance, adherence to approved plans, and timely removal upon expiration of the approved term.

Recommendation

Staff recommends **approval** with conditions of the Use Exception pursuant to Sec. 8.11.B.4 to allow a temporary sales center/marketing office at 7946 & 8000 East Drive, subject to the conditions below and subject to the Village Commission making the required compatibility findings under Sec. 8.11.

At its March 31, 2026 meeting, the Planning & Zoning Board voted unanimously to recommend **approval** of the temporary sales center.

Conditions

1. Substantial Conformance with Approved Plans
   The project shall be in substantial conformance with the following plans submitted as part of the Use Exception application for the temporary sales center at 7946 & 8000 East Drive, unless otherwise modified by these conditions:

   a. Architectural Plan Set by Arquitectonica International Corporation, dated 01/21/2026:
   i. Sheet A-00: Cover Sheet
   ii. Sheet A-000: Survey
   iii. Sheet A-001: Site Setback Diagram
   iv. Sheet A-002: Zoning Data & Location Map
   v. Sheet A-003: Site Plan
   vi. Sheet A-004: Elevations

   b. Landscape Plan Set by Witkin Hults + Partners, dated 01/21/2026 (Cad ID: 2024-002), including:
   i. Sheet L-1: Landscape Plan Index / Tree & Shrub Schedule
   ii. Sheet L-2: Landscape Plan
   iii. Sheet L-3: Landscape Details

   Any material deviation from the approved plans shall require review and approval by the Village in accordance with the Unified Land Development Code.

2. This Use Exception shall expire after two (2) years, measured from the date of final Commission action, if no substantial construction or change of use has taken place in accordance with the plans for which the Use Exception was granted.

3. The temporary use may remain on the site for a period not exceeding twelve (12) months from the date of the Village Commission action, unless administratively renewed pursuant to the time limits established in Sec. 8.11.B.4; in no case shall the temporary use exceed thirty-six (36) months.

4. Upon expiration of the approved timeframe, or upon issuance of the first Certificate of Occupancy for the approved development, whichever occurs first, the temporary sales center shall be removed from the site unless otherwise authorized by the Village.

5. The temporary structure and its surroundings shall be maintained in good visual and operational condition throughout the duration of the use, including landscaping, parking area, and any fencing/buffering.

6. All required building permits, inspections, and applicable approvals (Village and external agencies) shall be obtained prior to installation and operation of the temporary sales center.

7. Any site lighting associated with the temporary sales center shall be shielded and directed to prevent spillover onto adjacent residential properties and public rights-of-way.

8. Signage, if any, shall require a separate permit and shall comply with Chapter 11 of the ULDC.

9. Fencing, if any, shall require a separate permit and shall comply with Sec. 8.17.F of the ULDC.

10. All due cost recovery charges must be paid pursuant to Sec. 5.12 of the ULDC. Specifically, no building permit or associated approval for the temporary sales center shall be issued until all application fees, cost recovery deposits, and any outstanding fees/fines related to the property have been paid in full.

List of Attachments to Staff Report

Attachment 1 – Use Exception Application
Attachment 2 – Letter of intent
Attachment 3 – Survey
Attachment 4 – Architectural plans
Attachment 5 – Landscape plans

NORTH BAY VILLAGE
EST. 1945

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

APPLICATION FORM FOR USE EXCEPTION APPROVAL

This application form is to be used to petition for a Use Exception from the regulations pursuant to Section 8.11. of the North Bay Village Unified Land Development Code. **This application may only be applied for by the owner of the property or their legal representative.**

Submit your application, with all the required information to the Village Planning and Zoning Official, cpinder@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300. Use Exceptions require public hearings conducted by the Planning & Zoning Board and the Village Commission. Applications must be complete, and all required fees be paid in order to be accepted and placed on an agenda.

This application, including all supplemental forms and data, must be completed in accordance with the attached instructions and submitted with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check, credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone or make a wire transfer.

Pursuant to Sec. 4.4.A.4.a., a written announcement of a public hearing shall be mailed on a form provided by the Village Clerk at least ten (10) days prior to the date of a required hearing to all property owners and residents within two hundred (200) feet of the perimeter of the subject property. In addition, "notice of the date, time, place and nature of the hearing shall be posted conspicuously at least ten (10) days prior to the hearing "on any property for which a petition for a use exception, site plan approval, zoning district or future land use boundary change has been submitted."

APPLICATION FORM FOR USE EXCEPTION APPROVAL

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: Harbor Island Development Company LLC
2. Contact Phone: (305) 533-0078 Email Address: azakarni@relatedgroup.com
3. Mailing Address: 2850 Tigertail Ave, Suite 800, Miami, FL 33133

4. Applicant Name: Amro Zakarni
(If different from Owner)
5. Contact Phone: (305) 533-0078 Email Address: azakarni@relatedgroup.com
6. Mailing Address 2850 Tigertail Ave, Suite 800, Miami, FL 33133

7. Address of Property Covered by the Application: 7946 & 8000 East Drive
North Bay Village, Florida 33141
8. Legal Description of Property Covered by the Application (add pages if needed):
See attached Exhibit A
9. Folio Number(s): 23-3209-001-0024; 23-3209-001-0030; 23-3209-001-0020
10. Future Land Use and Zoning Designations: FLUM: High Density Multi Family Residential; Zoning: 8000 East SAP
11. Current land use of the Property: Vacant
12. Intended use of the Property (as requested): Use Exception- Temporary Sales Center

13. Reasons for the Request (add pages if necessary): Please see letter of intent

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- ☐ Complete Use Exception Application, including all required forms and affidavits, signed by property owner or owner's representative.
- ☐ Letter of Authorization from property owner, if different from Applicant.
- ☐ Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed Use Exception, evidence that the request complies with Section 8.11. of the North Bay Village Unified Land Development Code, and showing that the Use Exception:
    a) is consistent with the goals, objectives, policies, and intent of the North Bay Village Comprehensive Plan and the NBV100 Master Plan.
    b) will protect, conserve, or preserve environmentally critical and sensitive areas and natural resources, where applicable.
    c) will be compatible with existing and planned uses.
    d) will not be injurious to the neighborhood or detrimental to the public welfare.
    e) will otherwise be in compliance with zoning regulations pertaining to the use and other applicable regulations.

  Insufficient justification may result in denial of the application.
- ☐ Certified Land Survey dated within two (2) years of the filing date of the Use Exception application, reflecting all current conditions.
- ☐ Map or aerial photo showing adjacent properties, surrounding streets (labeled) and a north arrow.
- ☐ Photos of buildings and structures on the property concerned.
- ☐ Accurately dimensioned plans showing the location and spacing distance of all proposed construction in relation to property lines and existing structure(s), the general location and use of existing structures on property adjacent to the subject property.
- ☐ Floor plans and elevations if required by the Planning and Zoning Official.
- ☐ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application by the Village Planning & Zoning Official and Village Manager, no rights shall vest on behalf of the applicant which would be enforceable against the Village until after the Village Manager has approved the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for waiver approval pursuant to Section 15.1.H.4.b.(1) v. of the Form-Based Code (Chapter 15 of the ULDC). Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board, the Village Commission and Village Manager revoked.

Authorized Signature _____

Print Name Amro Zakarni

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signee's position in the corporation and embossed with the corporate seal.)

STATE Florida
COUNTY OF Miami - Dade

Sworn to and subscribed to before me this 21st day of January, 2026

by Amro Zakarni, who is personally known to me or who has produced

_____ as identification.

VANESSA G. OLCESE
Notary Public - State of Florida
Commission # HH 469679
My Comm. Expires Dec 5, 2027
Bonded through National Notary Assn.

Notary Public Signature _____

Commission Number/Expiration 469679 Exp: 12/05/2027

CONSENT TO PUBLIC HEARINGS

All requests for Use Exceptions from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Planning and Zoning Official shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Planning and Zoning Official on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a Use Exception from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a Use Exception request.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Chapters 4 and 8. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature _____

Print Name Amro Zakarni

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF Florida
COUNTY OF Miami-Dade

Sworn to and subscribed to before me this 21st day of January, 2026

by Amro Zakarni, who is personally known to me or who has produced _____ as identification.

VANESSA G. OLCESE
Notary Public - State of Florida
Commission # HH 469679
My Comm. Expires Dec 5, 2027
Bonded through National Notary Assn.

_____
Notary Public Signature

Commission Number/Expiration #469679 Exp: 12/05/2027

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for incurred costs pursuant to Subsections 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: 1/21/26

Relationship to the project: (e.g., property owner, architect, developer, attorney)

AUTHORIZED REPRESENTATIVE

Full Name: AMRO ZAKARNI

Current Address: 2850 TIGERTAIL AVE, SUITE 800

City: MIAMI State: FL Zip: 33133

Telephone: 305-533-0098 Email: azakarni@relatedgroup.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 21ST DAY OF January, 2026

Notary Public, State of Florida at Large

VANESSA G. OLCESE
Notary Public - State of Florida
Commission # HH 469679
My Comm. Expires Dec 5, 2027
Bonded through National Notary Assn.

My Commission expires December 5th, 2027.

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

Office Use Only:

Date Submitted: _____

Date Paid: _____

Cash or Check #_____

Total Paid: $_____

Filing Fee: $_____

Cost Recovery Dep: $_____

January 30, 2026

VIA ELECTRONIC SUBMISSION

Mr. Craig Pinder
Village Planner
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

Re: 8000 East / 7946 and 8000 East Drive North Bay Village, Florida / Letter of Intent for Use Exception for Temporary Sales Center

On behalf of Harbor Island Development Company, LLC, (the "Applicant"), the owner of the properties located at 8000 East Drive and 7946 East Drive in North Bay Village (the "Property"), we respectfully submit this Letter of Intent in connection with the enclosed Use Exception application for a temporary sales center for the previously approved multi-family residential development on the Property.

The Property is located on the northernmost point of East Drive on Harbor Island and is identified by three separate Miami-Dade Tax Folio Numbers: 23-3209-001-0030, 23-3209-001-0024, and 23-3209-001-0020. The Property consists of approximately 180,000 square feet (4.12 acres).

On September 16, 2025, the Village Commission approved a 364-unit luxury multi-family condominium development on the Property (the "Project"). Resolutions Nos. 2025-086 and 2025-087, which approved the Project and its accompanying development agreement, are attached as Exhibits "A" and "B." The Applicant intends to develop the Property in accordance with these approvals and so is proposing to install a temporary sales center on the 7946 East Drive portion of the Property to support condominium sales. As indicated on the enclosed plans, the sales center will consist of a single-story structure with generous setbacks and will contain fourteen surface parking spaces, along with new paving and landscaping to enhance the site and provide an appropriate buffer between the temporary use and the neighboring residential property.

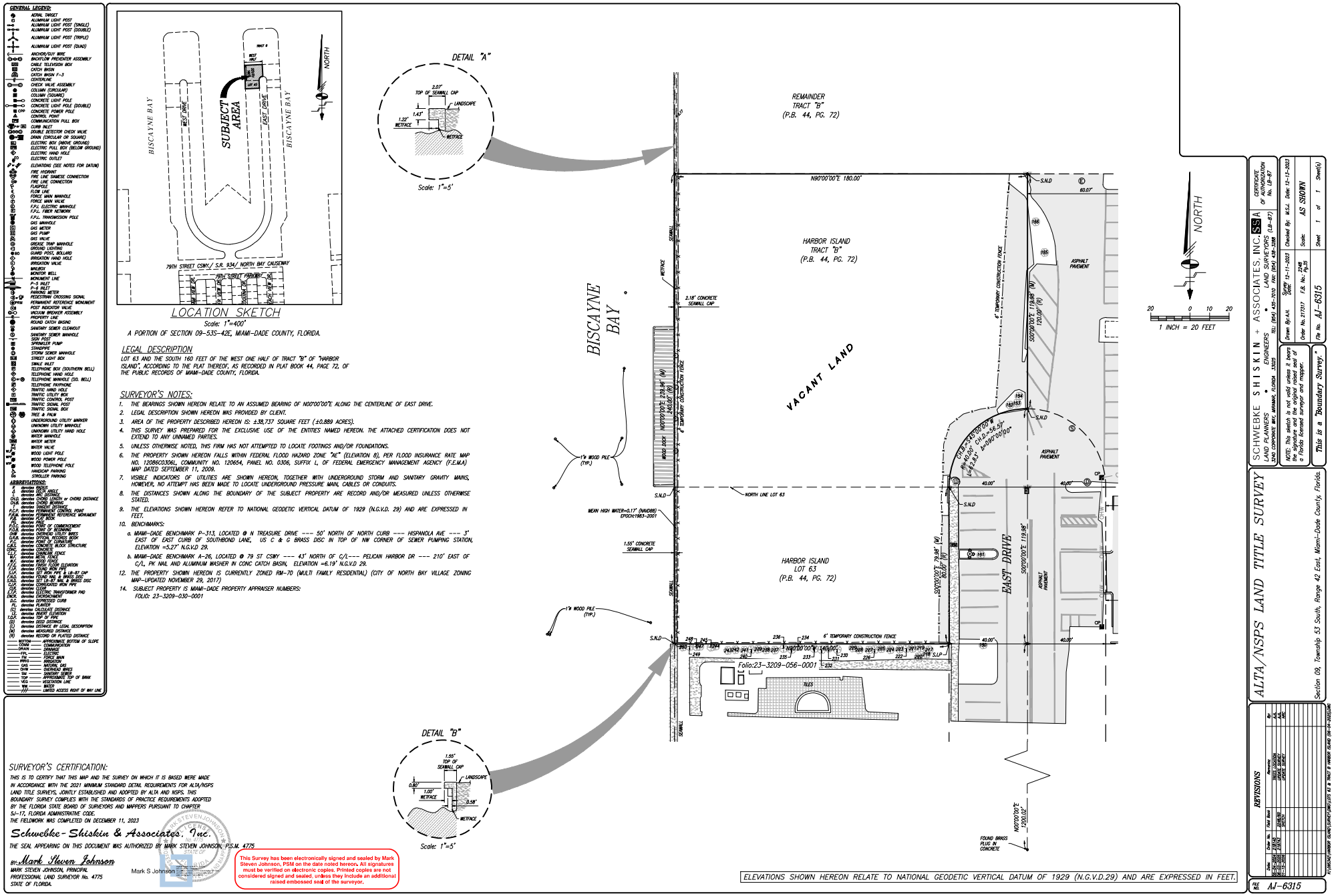
Pursuant to Section 8.11(B)(4) of the Village's Unified Land Development Code, the Village Commission may permit a temporary sales center as a use exception "provided there are clear indications that such exceptions will not substantially affect adversely the uses permitted in these regulations of adjacent property." The proposed temporary sales center will not adversely affect adjacent permitted uses because it is a low-intensity, short-term use that generates limited activity. It will operate only during standard business hours, produce minimal traffic, and create no noise or operational impacts beyond what is typical in a residential neighborhood. Additional landscaping will further buffer the existing neighboring multi-family developments from the temporary use. Narratives describing the water and sewer connections for the temporary sales center are included as part of this submission. For these reasons, the temporary sales center will not interfere with the neighborhood.

In summary, this low-impact temporary sales center is an important component in facilitating the successful development of the Project which includes substantial public benefit including a new public park, a very significant extension of the Island Walk, and a public kayak launch. Accordingly, we respectfully request your favorable consideration of this application. If you have any questions, please do not hesitate to contact me at (305) 376-6061 or MGarcia-Serra@gunster.com. Thank you for your attention to this matter, and we look forward to continuing to work with you on this exciting project.

Sincerely,



Mario Garcia-Serra



SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS BOUNDARY SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
THE FIELDWORK WAS COMPLETED ON DECEMBER 11, 2023

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

Mark S Johnson

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

SCHWEBKE • SHISKIN + ASSOCIATES, INC.
LAND PLANNERS • LAND SURVEYORS • ENGINEERS
LAND SURVEYING BUSINESS No. LB-87
TEL: (954) 435-7010 FAX: (954) 435-1368

CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: A.H. | Order No. 213317 | F.B. No.: 2748 Pg.35 | Scale: AS SHOWN | Sheet 1 of 1 Sheet(s)
Survey: 12-11-2023 | Field: 12-11-2023 | Checked By: M.S.J. | Date: 12-13-2023
File No. AJ-6315

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

ALTA/NSPS LAND TITLE SURVEY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

REVISIONS

Date	Order No.	Field Book	Remarks	By
12-13-2023	213317	2748/35	UPDATE ADDED SURVEY	AH
12-11-2023	213317	2748/35	UPDATE SURVEY	AH

R:\SURVEY\HARBOR ISLAND\SURVEY\SHEET\LOT 63 & TRACT B HARBOR ISLAND Dwg No. AJ-6315.DWG

AJ-6315

8000 EAST DRIVE SALES CENTER

7946 EAST DRIVE
NORTH BAY VILLAGE, FL

LIST OF OFFICIAL DRAWINGS SETS RELEASES

PERMIT SET - PRIVATE PROVIDER
REVISION 1
QMP SET

ARCHITECTURE_SHEET LIST	
Sheet Number	Sheet Name
A-00	COVER SHEET
A-00	SURVEY
A-001	SITE SETBACK DIAGRAM
A-002	ZONING DATA & LOCATION MAP
A-003	SITE PLAN
A-003.1	SITE PLAN
A-004	ELEVATIONS

Arquitectonica International Corporation. This item has been digitally signed and sealed by Sherri Gutierrez, AIA on the date below. I am the author of this document. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2026.01.30 12:09:11-05'00'

01/21/2026

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC

RELATED GROUP
2850 Tigertail Avenue, suite 800
Miami, FL 33133
www.relatedgroup.com

ARCHITECT:
ARQUITECTONICA
2900 OAK AVENUE
MIAMI, FLORIDA 33133
P: 305.372.1812
F: 305.372.1175
www.arquitectonica.com

CIVIL:
KIMLEY-HORN
2 Alhambra Plaza, Suite 500,
Coral Gables, FL 33134
P 305.673.2025

www.kimley-horn.com

STRUCTURAL ENGINEER:
WITKIN HULTS + PARTNERS
307 S. 21st Avenue Hollywood,
FL 33020
P 954 923 9681
F 954 923 9689
www.witkindesign.com

MEP:

LANDSCAPE ARCHITECT:

LIFE SAFETY CONSULTANT:

INTERIOR DESIGNER:

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1/30/2026 11:29:43 AM

BINDING AREA DO NOT PLACE CONTENT HERE

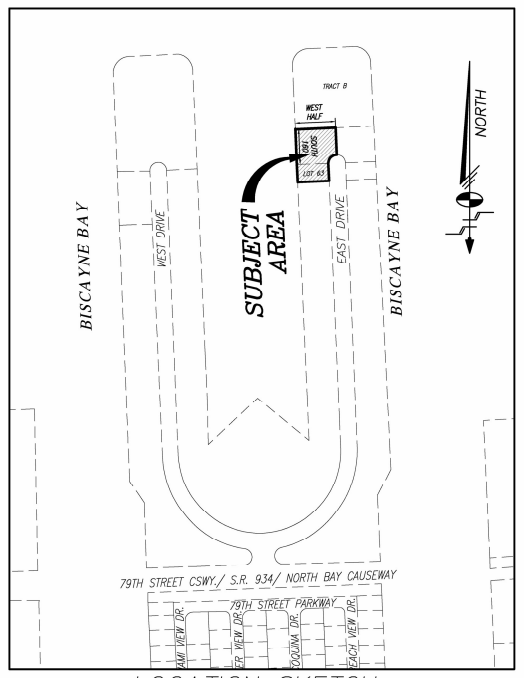
GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CABLE TELEVISION BOX
CATCH BASIN
CATCH BASIN F-3
CENTERLINE
CHECK VALVE ASSEMBLY
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CPP CONCRETE POWER POLE
CONTROL POINT
COMMUNICATION PULL BOX
CURB INLET
DOUBLE DETECTOR CHECK VALVE
DRAIN (CIRCULAR OR SQUARE)
ELECTRIC BOX (ABOVE GROUND)
ELECTRIC PULL BOX (BELOW GROUND)
ELECTRIC HAND HOLE
ELECTRIC OUTLET
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FIRE LINE SIAMESE CONNECTION
FIRE LINE CONNECTION
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L. ELECTRIC MANHOLE
F.P.L. FIBER NETWORK
F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
BO GUARD POST, BOLLARD
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITOR WELL
MONUMENT LINE
P-5 INLET
P-6 INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PRM PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
ROUND CATCH BASING
SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
STREET LIGHT BOX
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (SO. BELL)
TELEPHONE PAYPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TRAFFIC CONTROL POST
TRAFFIC SIGNAL POST
TRAFFIC SIGNAL BOX
TREE & PALM
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WATER METER
WV WATER VALVE
WLP WOOD LIGHT POLE
WPP WOOD POWER POLE
WTP WOOD TELEPHONE POLE
HANDICAP PARKING
STROLLER PARKING

ABBREVIATIONS:

R denotes RADIUS
Δ denotes DELTA ANGLE
L denotes ARC DISTANCE
CH.D. denotes CHORD LENGTH or CHORD DISTANCE
CH.B. denotes CHORD BEARING
T denotes TANGENT DISTANCE
P.C.P. denotes PERMANENT CONTROL POINT
P.R.M. denotes PERMANENT REFERENCE MONUMENT
P.B. denotes PLAT BOOK
PG. denotes PAGE
P.O.C. denotes POINT OF COMMENCEMENT
P.O.B. denotes POINT OF BEGINNING
OHW denotes OVERHEAD UTILITY WIRES
O.R.B. denotes OFFICIAL RECORDS BOOK
P.C. denotes POINT OF CURVATURE
C.B.S. denotes CONCRETE BLOCK STRUCTURE
CONC. denotes CONCRETE
C.L.F. denotes CHAINLINK FENCE
M.F. denotes METAL FENCE
W.F. denotes WOOD FENCE
F.F.E. denotes FINISH FLOOR ELEVATION
F.I.P. denotes FOUND IRON PIPE
S.I.P. denotes SET IRON PIPE & LB-87 CAP
F.N.D. denotes FOUND NAIL & BRASS DISC
S.N.D. denotes SET LB-87 NAIL & BRASS DISC
C.I.P. denotes CORRUGATED IRON PIPE
CLR. denotes CLEAR
E.T.P. denotes ELECTRIC TRANSFORMER PAD
ENCR. denotes ENCROACHMENT
D.C. denotes DEPRESSED CURB
PL. denotes PLANTER
(C) denotes CALCULATE DISTANCE
I.E. denotes INVERT ELEVATION
T.O.P. denotes TOP OF PIPE
(D) denotes DEED DISTANCE
(L) denotes DISTANCE BY LEGAL DESCRIPTION
(M) denotes MEASURED DISTANCE
(R) denotes RECORD OR PLATTED DISTANCE

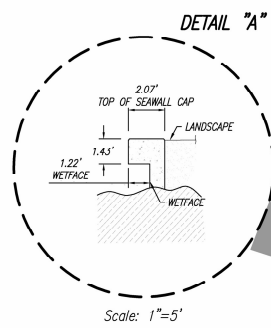
BOTTOM — APPROXIMATE BOTTOM OF SLOPE
COMM — COMMUNICATION
DRAIN — DRAINAGE
FPL — ELECTRIC
FM — FORCE MAIN
IRRIG — IRRIGATION
GAS — NATURAL GAS
OHW — OVERHEAD WIRES
SM — SANITARY SEWER
TOP — APPROXIMATE TOP OF BANK
VEG — VEGETATION LINE
WM — WATER
/// — LIMITED ACCESS RIGHT OF WAY LINE

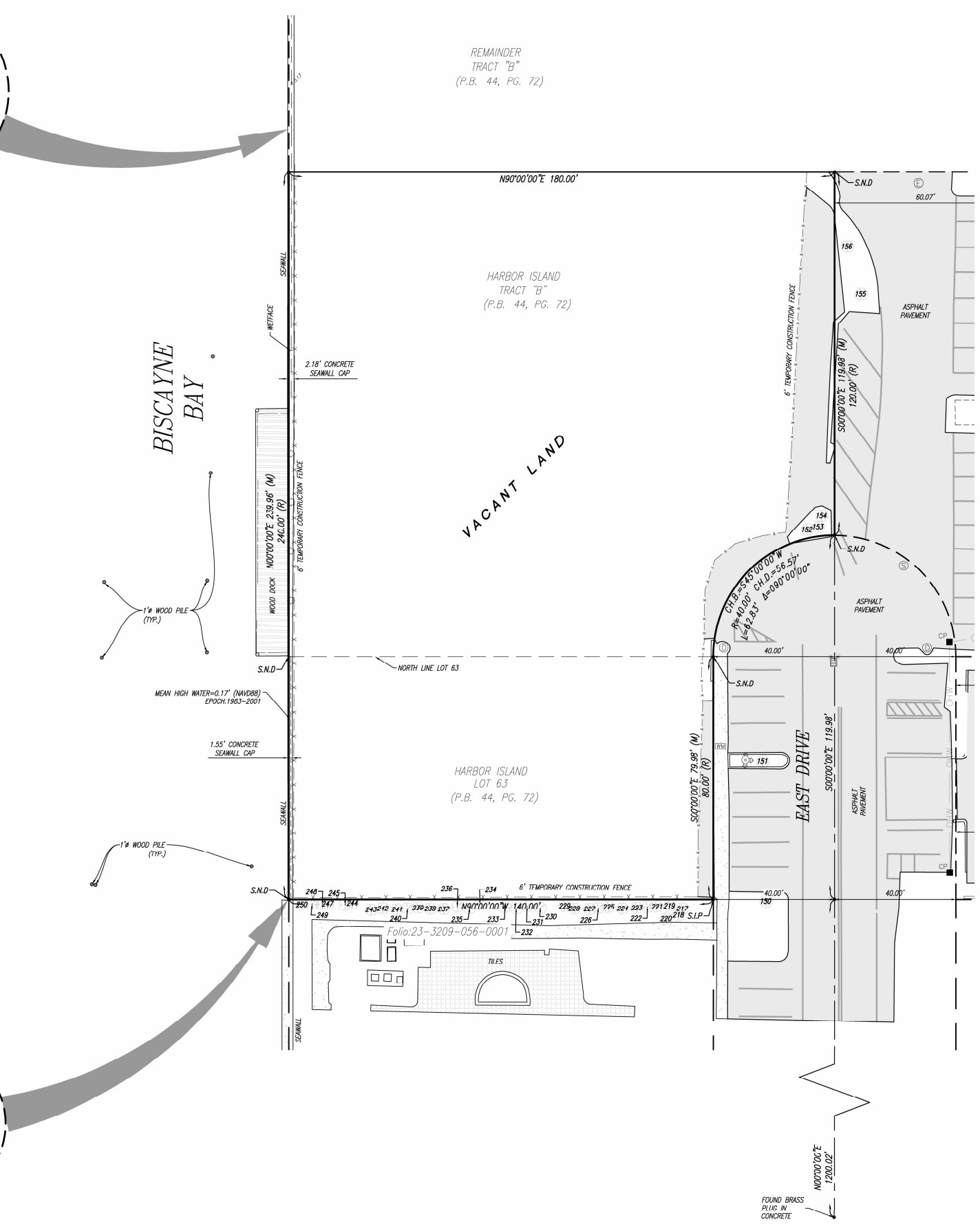


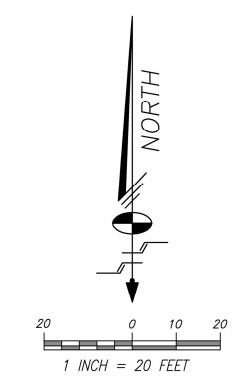
LOCATION SKETCH

Scale: 1"=400'

A PORTION OF SECTION **09-53S-42E**, MIAMI-DADE COUNTY, FLORIDA.





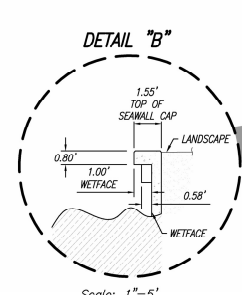


LEGAL DESCRIPTION

LOT 63 AND THE SOUTH 160 FEET OF THE WEST ONE HALF OF TRACT "B" OF "HARBOR ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N00°00'00"E ALONG THE CENTERLINE OF EAST DRIVE.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. AREA OF THE PROPERTY DESCRIBED HEREON IS: **±38,737** SQUARE FEET (**±0.889** ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE "AE" (ELEVATION 8), PER FLOOD INSURANCE RATE MAP NO. 12086C0306L, COMMUNITY NO. 120654, PANEL NO. 0306, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED SEPTEMBER 11, 2009.
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
10. BENCHMARKS:
    a. MIAMI-DADE BENCHMARK P-313, LOCATED @ N TREASURE DRIVE --- 50' NORTH OF NORTH CURB --- HISPANOLA AVE --- 3' EAST OF EAST CURB OF SOUTHBOND LANE, US C & G BRASS DISC IN TOP OF NW CORNER OF SEWER PUMPING STATION, ELEVATION =5.27' N.G.V.D 29.
    b. MIAMI-DADE BENCHMARK A-26, LOCATED @ 79 ST CSWY --- 43' NORTH OF C/L--- PELICAN HARBOR DR --- 210' EAST OF C/L, PK NAIL AND ALUMINUM WASHER IN CONC CATCH BASIN, ELEVATION =6.19' N.C.V.D 29.
12. THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED RM-70 (MULTI FAMILY RESIDENTIAL) (CITY OF NORTH BAY VILLAGE ZONING MAP-UPDATED NOVEMBER 29, 2017)
14. SUBJECT PROPERTY IS MIAMI-DADE PROPERTY APPRAISER NUMBERS:
    FOLIO: 23-3209-030-0001



SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS **BOUNDARY** SURVEY COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.
THE FIELDWORK WAS COMPLETED ON DECEMBER 11, 2023

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: *Mark Steven Johnson*
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

Mark S Johnson

MARK STEVEN JOHNSON LICENSE No. 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

SCHWEBKE SHISKIN + ASSOCIATES, INC. SSA
LAND PLANNERS • ENGINEERS • LAND SURVEYORS (LB-87)
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: A.H.	Checked By: M.S.J.	Date: 12-13-2023
Order No. 217317	Survey Date: 12-11-2023	F.B. No.: 2248 Pg.35
Scale: AS SHOWN	Sheet 1 of 1 Sheet(s)	File No. AJ-6315

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

ALTA/NSPS LAND TITLE SURVEY

Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

REVISIONS

Date:	Order No.	Field Book	Remarks:	By:
05-24-2024	218140		TREES LOCATION	A.H.
06-23-2025	219743	2248/60	UPDATE SURVEY	A.H.
01-15-2026		SKETCH	UPDATE SURVEY	NRC

K:\095342\HARBOR ISLAND\SURVEY\DWG\LOTS 63 & TRACT B HARBOR ISLAND (06-04-2025).DWG

FILE NO. AJ-6315

8000 EAST DRIVE SALES CENTER

PROJECT ADDRESS:
7946 EAST DRIVE
NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
RELATED GROUP

ARQUITECTONICA
INTERNATIONAL CORPORATION
2900 OAK AVENUE
MIAMI, FL 33133
305.372.1812 TEL
www.arquitectonica.com

STRUCTURAL ENGINEER:	CIVIL ENGINEER:
WITKIN HULTS + PARTNERS 307 S. 21st Avenue Hollywood, FL 33020	KIMLEY-HORN 2 Alhambra Plaza, Suite 500, Coral Gables, FL 33134
MEP ENGINEER:	LANDSCAPE ARCHITECT:
INTERIOR DESIGNER:	LIFE SAFETY CONSULTANT:

STATE OF FLORIDA SHERRI K. GUTIERREZ AR92855 REGISTERED ARCHITECT

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PROJECT NUMBER:

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ISSUE #	DESCRIPTION	DATE

PROJECT STATUS:

SHEET ISSUE DATE: 01/21/2026

DRAWING NAME:
SURVEY

SHEET NUMBER:
A-00

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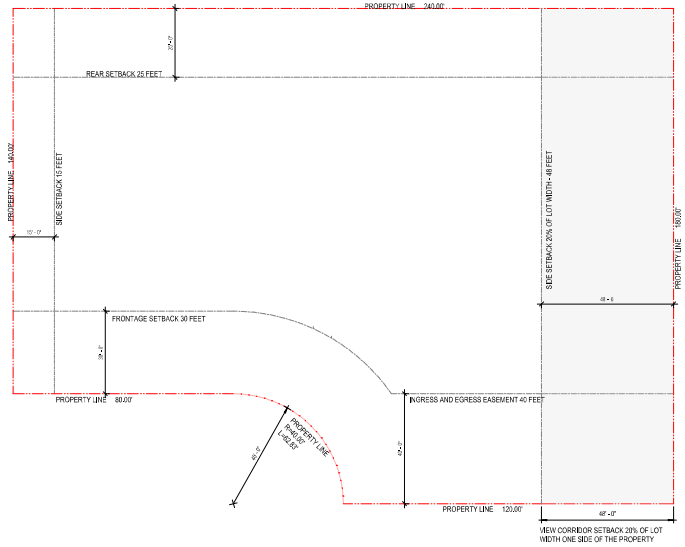
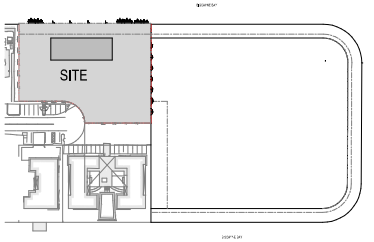


1 **SALES CENTER - SITE SETBACKS DIAGRAM**
1/16" = 1'-0"



KEY PLAN

BINDING AREA DO NOT PLACE CONTENT HERE

8000 EAST DRIVE SALES CENTER

PROJECT ADDRESS:
7949 EAST DRIVE
NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
RELATED GROUP

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CIVIL ENGINEER:
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MEP ENGINEER:

LANDSCAPE ARCHITECT:

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

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PROJECT STATUS:

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DRAWING NAME:
SITE SETBACK DIAGRAM

SHEET NUMBER:
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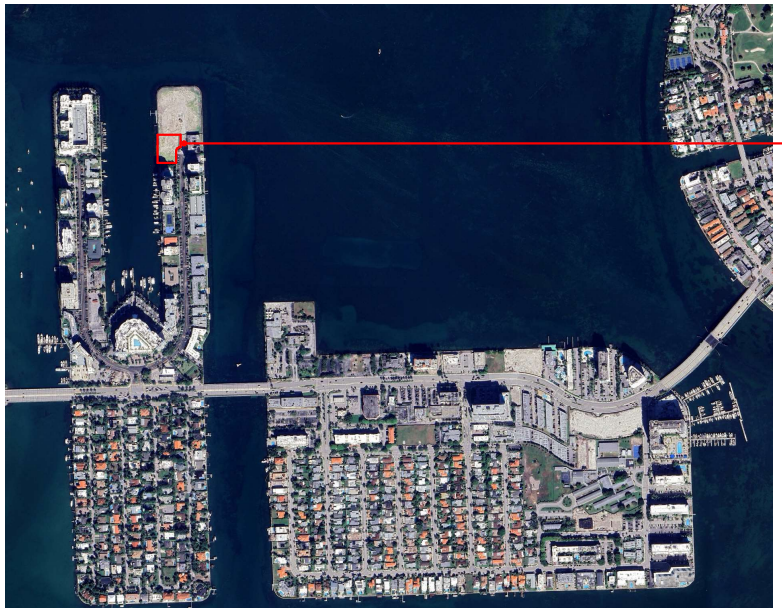
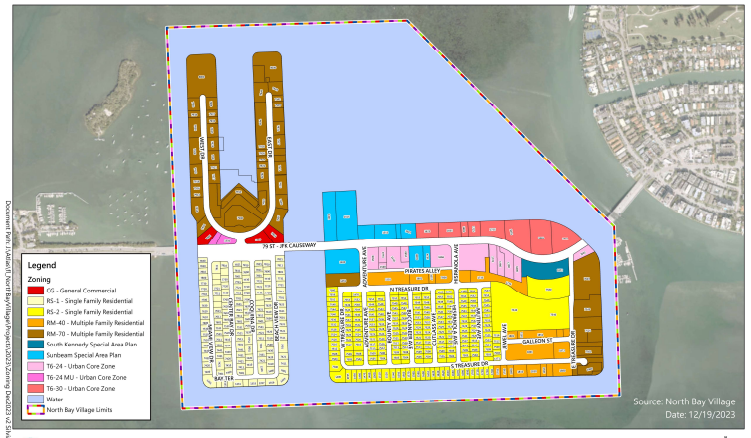




LOCATION MAP



NBV100 - Official Zoning Map

1 inch = 600 feet

ZONING REQUIREMENT Harbor Island 8000 EAST DRIVE NORTH BAY VILLAGE, FL				8000 East Drive
Lot Area		38,737 sf		.89 acres
			REQ'D/ ALLOWABLE	**PROVIDED**
Building Setbacks				
Front Setback - East Drive		East Frontage	25 ft	75 ft
Rear Setback/Waterfront		West Frontage	25 ft	25 ft
One Side (Interior)		South East	15 ft	44 ft
Second Side (Interior)	20% of lot width	South West	48 ft	74 ft
Height				
Max. Building Height 8000 East Drive			312'-0"	**24 FT**
PARKING REQUIREMENTS				
		Gross Area		
Parking Space Requirements Per Section 9.3.3.d (3) PS/1000 sqft of gross floor area One (1) PS for each 300 sqft of gross area		4800 sf	14	14
Total Parkling Spaces			14	14
ADA Parkling Requirements				
Per F.C.B.C Section 208.2 (table 208.2) Total Number of Parking spaces provided in parking facilities (1 to 25)			1	1

BINDING AREA DO NOT PLACE CONTENT HERE

8000 EAST DRIVE SALES CENTER

PROJECT ADDRESS:
7946 EAST DRIVE
NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
RELATED GROUP

ARQUITECTONICA
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DRAWING NAME:
ZONING DATA & LOCATION MAP

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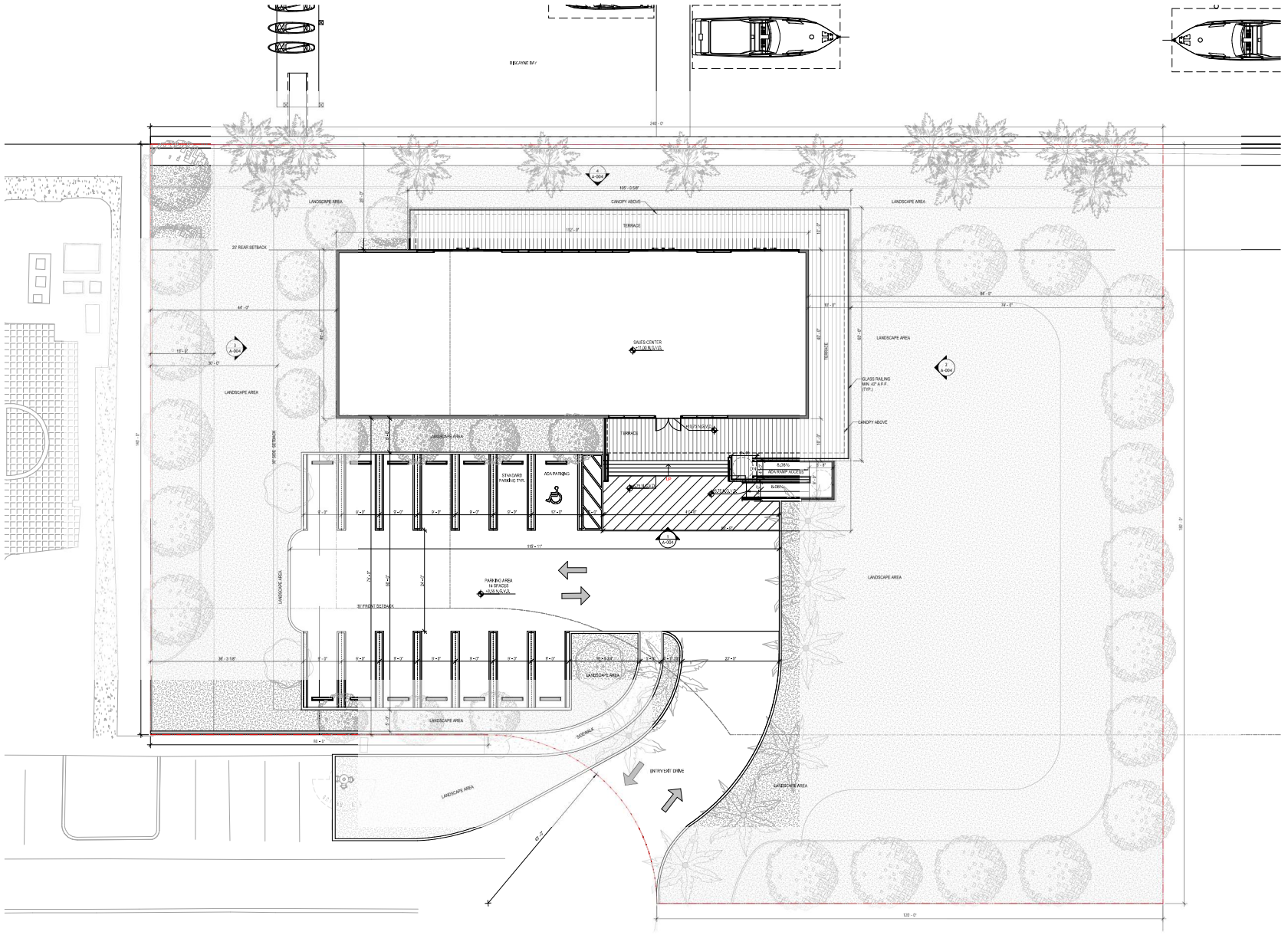
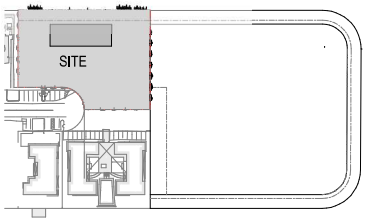


1 **LEVEL 01 PLAN**
1/8" = 1'-0"



KEY PLAN

BINDING AREA DO NOT PLACE CONTENT HERE

8000 EAST DRIVE SALES CENTER

PROJECT ADDRESS:
7949 EAST DRIVE
NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
RELATED GROUP

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STRUCTURAL ENGINEER:	CIVIL ENGINEER:
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MEP ENGINEER:	LANDSCAPE ARCHITECT:
INTERIOR DESIGNER:	LIFE SAFETY CONSULTANT:

STATE OF FLORIDA — REGISTERED ARCHITECT

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SITE PLAN

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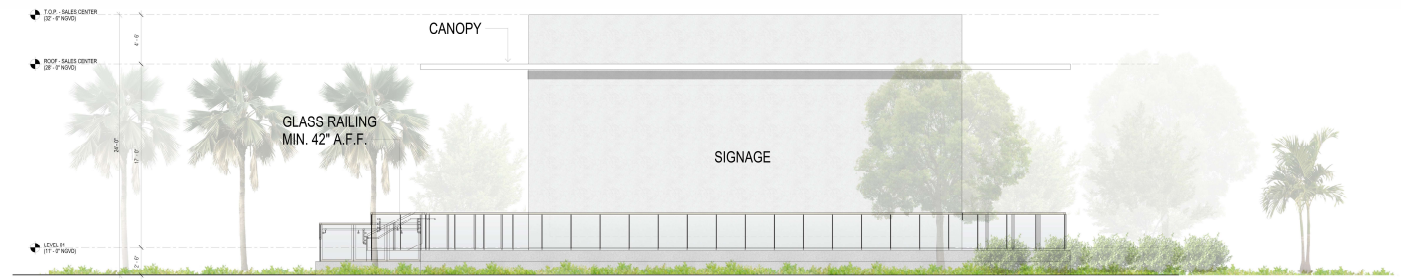
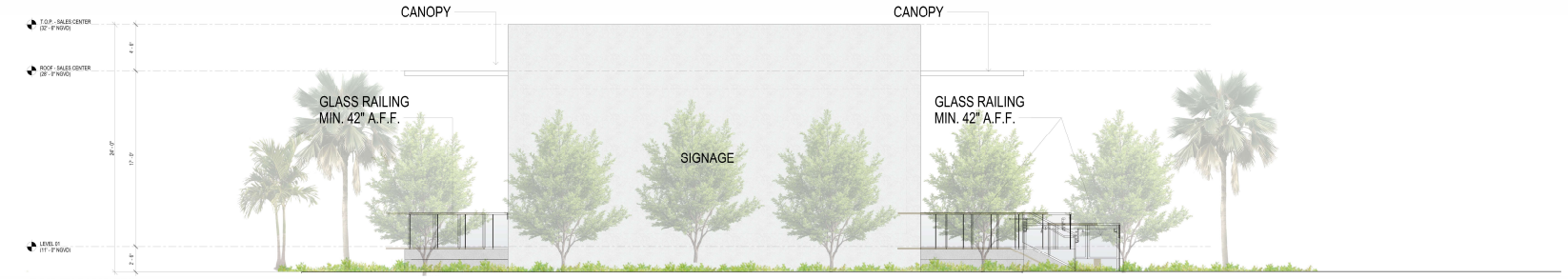
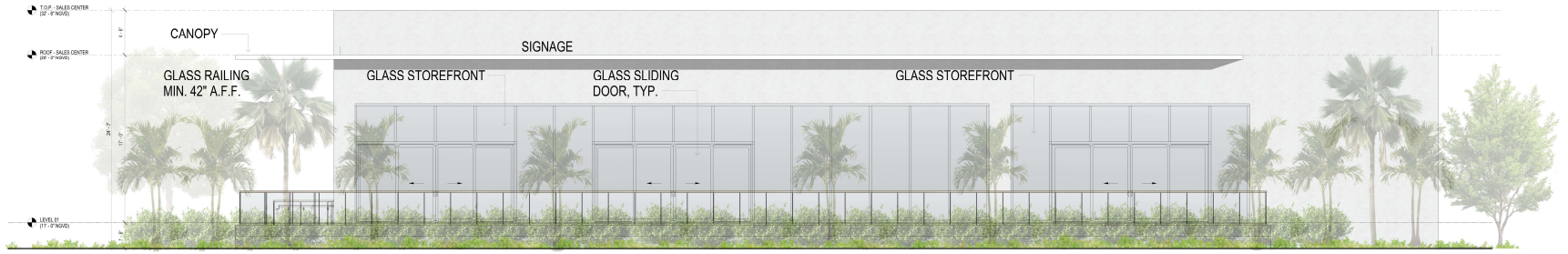
1 **EAST ELEVATION**
1/4" = 1'-0"



2 **NORTH ELEVATION**
1/4" = 1'-0"



3 **SOUTH ELEVATION**
1/4" = 1'-0"



4 **WEST ELEVATION**
1/4" = 1'-0"

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8000 EAST DRIVE SALES CENTER

PROJECT ADDRESS:
7949 EAST DRIVE
NORTH BAY VILLAGE, FL

OWNER:
HARBOR ISLAND DEVELOPMENT COMPANY, LLC
RELATED GROUP

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MEP ENGINEER:

LANDSCAPE ARCHITECT:

INTERIOR DESIGNER:

LIFE SAFETY CONSULTANT:

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ELEVATIONS

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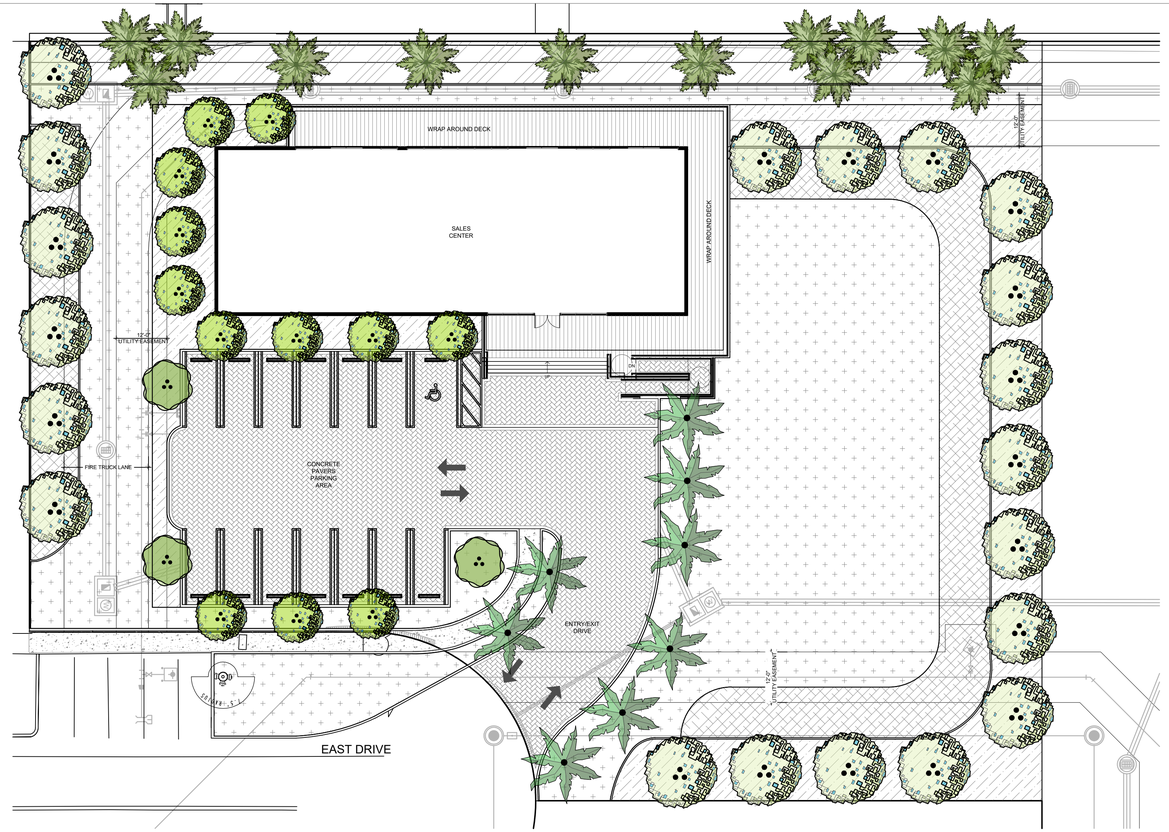

KEY PLAN

Scale: NTS

NORTH

TREE SCHEDULE

LIVE OAK Quercus virginiana 14` HT. X 6` SPR., 3" CAL.	20
JAPANESE PRIVET Ligustrum japonicum 10` HT. X 10` SPR., 2" CAL., MULTI TRUNK	3
SILVER BUTTONWOOD *Conocarpus erectus `serecius` 12` HT. X 4` SPR., 2" CAL.	12
COCONUT PALM Cocos nucifera `Green Malayan` 8` G.W., CURVED TRUNK - LEAN IN DIRECTION AS SHOWN ON PLAN	13
MEDJOOL DATE PALM Phoenix dactylifera `Medjool` 16` C.T.	8

SHRUB SCHEDULE

- SHRUB MIX 1
  Red Tip Cocoplum
  Fakahatchee Grass
- SHRUB MIX 2
  Railroad Vine
  Golden Creeper
- SHRUB MIX 3
  Wart Fern
  Monstera
- SHRUB MIX 4
  White Pennisetum
- LAWN


LIVE OAK


JAPANESE PRIVET


MEDJOOL DATE PALM


SILVER BUTTON


COCONUT PALM


RED TIP COCOPLUM


FAKAHATCHEE GRASS


RAILROAD VINE


GOLDEN CREEPER


WART FERN


MONSTERA


WHITE PENNISETUM

WITKIN HULTS + PARTNERS
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phone: 954.923.8660 facsimile: 954.923.8669
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Project:
7946 EAST DRIVE SALES CENTER
NORTH BAY VILLAGE
SALES CENTER

Revisions: Date: By:

Seal:

Lic. # LA6667290
Member: A.S.L.A.

Drawing: Index
Date: 01/21/2026
Scale: See Left
Drawn by: SCM
Sheet No.:
L-1
Cad Id.: 2024-002

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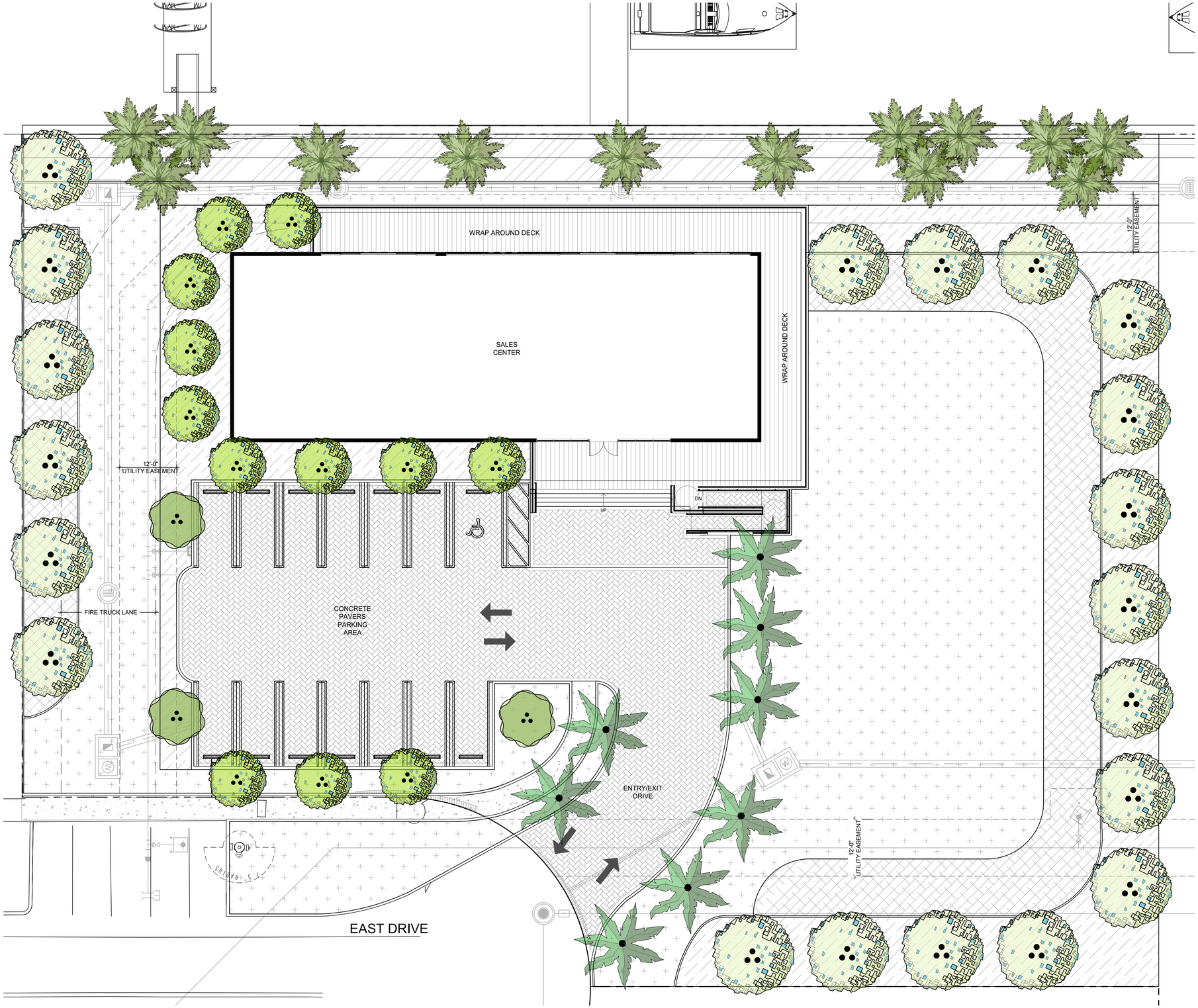

LANDSCAPE PLAN

Scale: 1" = 10`-0"

NORTH

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  Monstera
- SHRUB MIX 4
  White Pennisetum
- LAWN

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Project:
7946 EAST DRIVE SALES CENTER
NORTH BAY VILLAGE
SALES CENTER

Revisions: Date: By:

Seal:

Lic. # LA6667290
Member: A.S.L.A.

Drawing: Index
Date: 01/21/2026
Scale: See Left
Drawn by: SCM
Sheet No.:

L-2

Cad Id.: 2024-002

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PLANTING NOTES:

-All plant material is to be Florida Number 1 or better pursuant to the Florida Department of Agriculture's Grades and Standards for Nursery Plants.

-All plants are to be top dressed with a minimum 3" layer of Melaleuca mulch, Eucalyptus mulch or equal.

-Planting plans shall take precedence over plant list in case of discrepancies.

-No changes are to be made without the prior consent and approval of the Landscape Architect and Owner. Changes includes: additions; deletions; modifications to planting size; pot size; heights; species; grade etc.

-Landscape Contractor is responsible for providing their own square footage takeoffs and field verification for 100% sod coverage for all areas specified.

- All landscape areas are to be provided with automatic sprinkler system which provide 100% coverage, and 50% overlap.

- All trees in lawn areas are to receive a 24" diameter mulched saucer at the base of the trunk.

- Trees are to be planted within parking islands after soil is brought up to grade. Deeply set root balls are not acceptable.

- Planting soil for topsoil and backfill shall be 50/50 mix, nematode free. Planting soil for annual beds to be comprised of 50% Canadian peat moss, 25% salt free coarse sand and 25% Aerolite.

- Tree and shrub pits will be supplemented with "Agriform Pells", 21 gram size with a 20-10-5 analysis, or substitute application accepted by Landscape Architect. Deliver in manufacturer's standard containers showing weight, analysis and name of manufacturer.

SOD NOTES:

-Sod is to be grade "A" weed free.

-All areas marked "LAWN" shall be solid sodded with St. Augustine 'Floratam' solid sod. See limit on plan. All areas marked 'Bahia Grass' shall be solid sodded with Paspalum.

-Provide a 2" deep blanket of planting soil as described in planting notes this sheet. Prior to planting, remove stones, sticks, etc. from the sub soil surface. Excavate existing non-conforming soil as required so that the finish grade of sod is flush with adjacent pavement or top of curb as well as adjacent sod in the case of sod patching.

-Place sod on moistened soil, with edges tightly butted, in staggered rows at right angles to slopes.

-Keep edge of sod bed a minimum of 18" away from groundcover beds and 24" away from edge of shrub beds and 36" away from trees, measured from center of plant.

-Sod Shall be watered immediatley after installation to uniformily wet the soil to at least 2" below the bottom of the sod strips.
-Excavate and remove excess soil so top of sod is flush with top of curb or adjacent pavement or adjacent existing sod.

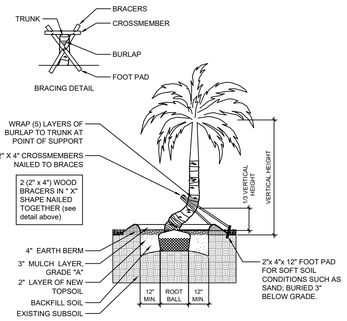
GENERAL NOTES:

-The Landscape Contractor is to locate and verify all underground and overhead utilities prior to beginning work. Contact proper utility companies and / or General Contractor prior to digging for field verification. The Owner and the Landscape Architect shall not be responsible for any damages to utility or irrigation lines (see Roadway Plans for more utility notes).

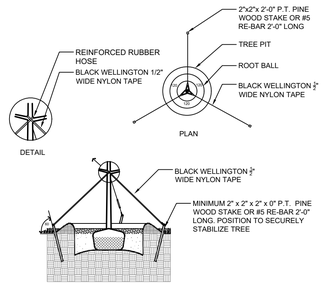
-Landscape Contractor is to verify all current drawings and check for discrepancies and bring to the attention of the Landscape Architect prior to commencing with the work.

-All unattended and unplanted tree pits are to be properly barricaded and flagged during installation.

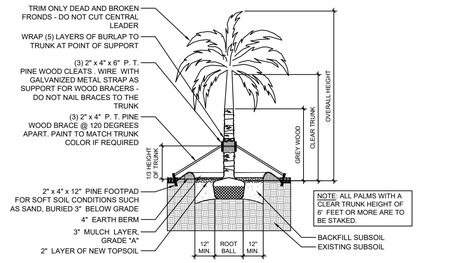
-All planting plans are issued as directives for site layout. Any deviations, site changes, etcetera are to be brought to the attention of the Landscape Architect for clarification prior to installation.



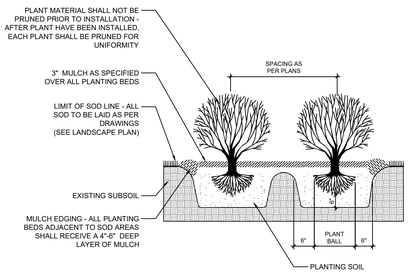
CURVED TRUNK PALM PLANTING DETAIL



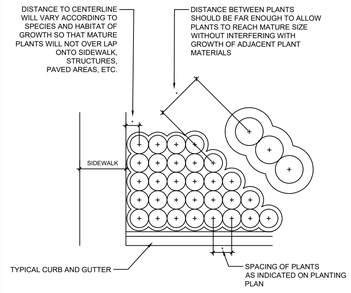
TYPICAL TREE GUYING DETAIL



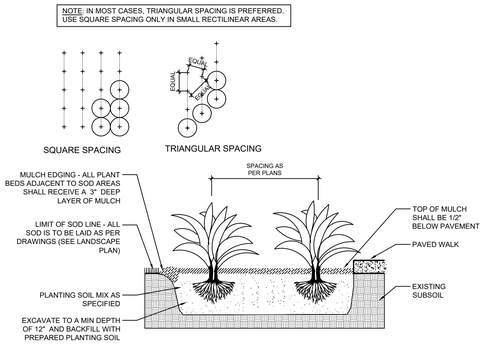
STRAIGHT TRUNK PALM PLANTING DETAIL



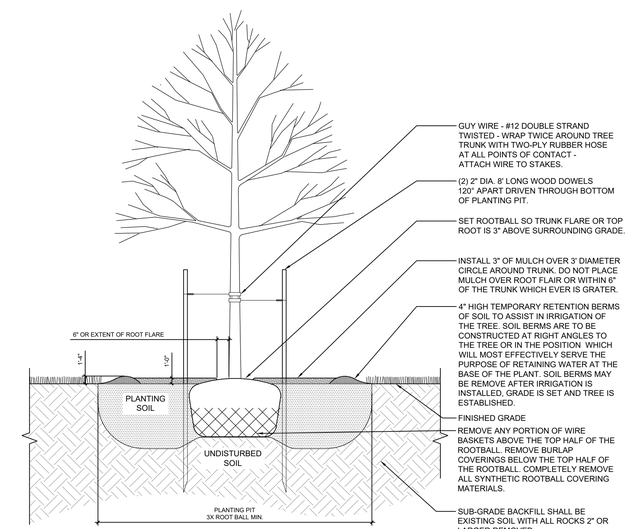
TYPICAL SHRUB PLANTING DETAIL



TYPICAL CONTAINER SPACING DETAIL

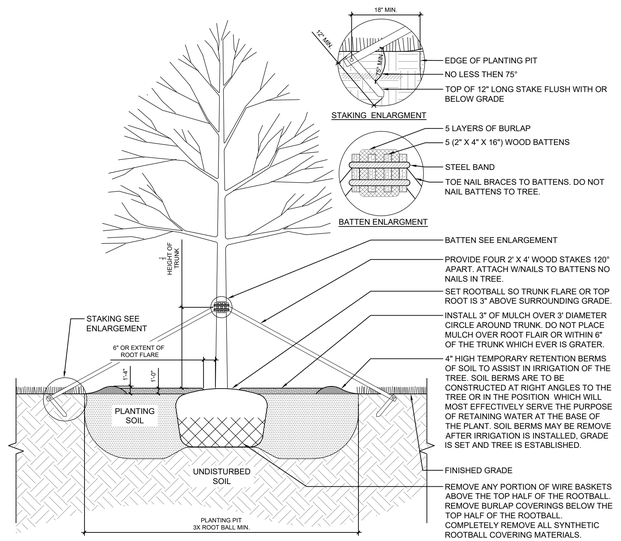


TYPICAL GROUNDCOVER PLANTING DETAIL



NOTES:
1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
2. CONTRACTOR SHALL ASSURE HEALTHY ROOT SYSTEM ON ALL TREES. ANY TREE WITH BOUND OR CIRCLING ROOTS SHALL BE REJECTED.
3. ALL SUPPORT MATERIALS ARE TO BE REMOVED FROM THE TREES ONCE THE TREES HAVE BECOME ESTABLISHED (NOT TO EXCEED 12 MONTHS FROM THE COMPLETION OF THE PROJECT).
4. IRREGULAR OR MULTI-STEMED TREES SHALL HAVE A SIMILAR STAKING PATTERN AS SINGLE TRUNKED TREES. STAKES DON'T NEED TO BE ATTACHED TO EVERY STEM.

TREE PLANTING DETAIL & BRACING 3" DBH & UNDER



NOTES:
1. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
2. CONTRACTOR SHALL ASSURE HEALTHY ROOT SYSTEM ON ALL TREES. ANY TREE WITH BOUND OR CIRCLING ROOTS SHALL BE REJECTED.
3. ALL SUPPORT MATERIALS ARE TO BE REMOVED FROM THE TREES ONCE THE TREES HAVE BECOME ESTABLISHED (NOT TO EXCEED 12 MONTHS FROM THE COMPLETION OF THE PROJECT).
4. IRREGULAR OR MULTI-STEMED TREES SHALL HAVE A SIMILAR STAKING PATTERN AS SINGLE TRUNKED TREES. STAKES DON'T NEED TO BE ATTACHED TO EVERY STEM.
5. SECURE BATTENS WITH 2-3/4" HI CARBON STEEL BANDS TO HOLD BATTENS IN PLACE DURING PLANTING PROCESS.
6. DO NOT NAIL BATTENS TO TREE.

TREE PLANTING DETAIL & BRACING ABOVE 3" DBH

WITKIN HULTS + PARTNERS
307 south 21st avenue · hollywood, florida
phone: 954.923.3689 · facsimile: 954.923.3689
www.witkindesign.com

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THE DESIGN AND DRAWINGS HEREIN ARE THE INTELLECTUAL PROPERTY OF THIS LANDSCAPE ARCHITECT AND ARE PROTECTED UNDER THE COPYRIGHT PROTECTION ACT

Project:
7946 EAST DRIVE SALES CENTER
NORTH BAY VILLAGE
LANDSCAPE DETAILS

Revisions: Date: By:

Seal:

Lic. # LA6667290
Member: A.S.L.A.

Drawing: Landscape Details
Date: 01/21/2026
Scale: NTS
Drawn by: SCM
Sheet No.:
L-3
Cad Id.: 2024-002

Z:\2024\Digt Files\Treasure Island #88\ 2024-002\Landscape\Sales Center\2026.01.29\Treasure Island_Sales Center.dwg Jan 30, 2026

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MARCH 31, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND C OMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS LLC FOR A VARIANCE TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7938 AND 7940 WEST DRIVE WITH A REAR SETBACK OF FIFTEEN (15) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SECOND SIDE SETBACK OF SIX (6) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED “HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 839 8967 2951
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

Legal Ads and Public Notices

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Public Hearing - Planning & Zoning Board Meeting

North Bay Village | Publish Date: Mar 17, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MARCH 31, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

The Zoning Specialists Group, Inc.

March 18, 2026

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

To whom it may concern:

This is to notify your office that on Wednesday March 18, 2026, the following notice was mailed out:

Planning & Zoning Board	**Village Commission**
March 31, 2026 at 6:00 PM	April 21, 2026 at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:
APPLICANT: Harbor Island Development Company, LLC
LOCATION: 7946 & 8000 East Drive, North Bay Village, FL 33141
FOLIO NUMBER(S): 23-3209-001-0024; 23-3209-001-0030; 23-3209-001-0020
USE EXCEPTION REQUEST: The Applicant seeks approval for the following:
1. To permit a Temporary Sales Center / Marketing Office for a Multi-Family Residential Development.

Total number pieces: 186

Sincerely,
The Zoning Specialists Group, Inc.

Omara R. Lopez,
For the Firm

7729 NW 146th Street • Miami Lakes, FL 33016
Phone: 305 828-1210
www.thezoningspecialistsgroup.com

The Zoning Specialists Group, Inc.

February 23, 2026

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

RE: Property Owners List within 200 feet of:

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
FOLIO: 23-3209-001-0024, -0020 and -0030

PREPARED FOR: HARBOR ISLAND DEVELOPMENT COMPANY LLC.
ORDER: 260208

Total number of property owners without repetition: 186

This is to certify that the attached ownership list, map and mailing matrix is a complete and accurate representation of the real estate property and property owners within 200 feet of the subject property listed above. This reflects the most current records on the file in Miami-Dade County Tax Assessor's Office. This list is valid for 6 months from its original date.

Sincerely,
THE ZONING SPECIALISTS GROUP, INC.

Omara R. Lopez
For the Firm

7729 NW 146th Street • Miami Lakes, FL 33016
Phone: 305 828-1210
www.thezoningspecialistsgroup.com

OWNERS LIST

THE FOLLOWING ARE PROPERTY OWNERS WITHIN A 200-FOOT RADIUS OF THE FOLLOWING LEGALLY DESCRIBED PROPERTY

LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141
FOLIO: 23-3209-001-0024, -0020 and -0030

PREPARED FOR: HARBOR ISLAND DEVELOPMENT COMPANY LLC.
ORDER: 260208

Eloquence On The Bay Condo Unit 1103 Undiv 0.528% Int In Common Elements
Property address: 7928 East Dr, #1103
Folio number: 2332090600420

Adrian Calabuig Orsi
Los Cipreses 46 Los Bosques
Colina Rm, Chile

Cielo On The Bay Condo Unit 1104 Bldg 4 Undiv 2.7047686% Int In Common E
Property address: 7935 East Dr, #1104
Folio number: 2332090590280

John Garcea Trs Garcea Fam Vacation Tr
Mable Maria Garcea Trs
432 Moore Rd
Province Manitoba R2p 2W4, Canada

Eloquence On The Bay Condo Unit 1601 Undiv 1.591% Int In Common Elements
Property address: 7928 East Dr, #1601
Folio number: 2332090600140

Nf Karmali Bros LLC
50 Parisienne Rd
Woodbridge On L4h 0V4, Canada

Eloquence On The Bay Condo Unit 1203 Undiv 0.528% Int In Common Elements
Property address: 7928 East Dr, #1203
Folio number: 2332090600430

John Tsoumaris
100 Union St
Toronto Ontario, Canada

Eloquence On The Bay Condo Unit 406 Undiv 0.528% Int In Common Elements
Property address: 7928 East Dr, #406
Folio number: 2332090600800

Michael Vitale Joanna Liberata Vitale
32 Manor Glen Cres
Mount Albert On L0g 1M0, Canada

Eloquence On The Bay Condo Unit 1208 Undiv 0.866% Int In Common Elements
Property address: 7930 East Dr, #1208
Folio number: 2332090601160

Sonny Martorana Trs Sonny Martorana
Liv Trust Janie Ethier Trs
1081 Proulx
Pointe Calumet Qc J0n 1G3, Canada

Eloquence On The Bay Condo Unit 305 Undiv 0.899% Int In Common Elements
Property address: 7928 East Dr, #305
Folio number: 2332090600640

Jason Wu Angela Samakovlis
PO Box 479
Subiaco, WA 6904, Australia

Harbor Island PB 44-72 All Of Trac B Less S160ft
Property address: 8000 East Dr
Folio number: 2332090010020

Harbor Island Dev Company LLC
2850 Tigertail Ave Ste 800
Miami, FL 33133-5346

Harbor Island PB 44-72 The West 40Ft Of The S160ft Of E180ft Of Tr B
Property address: 8000 East Dr
Folio number: 2332090010024

Harbor Island Dev Company LLC
2850 Tigertail Ave Ste 800
Miami, FL 33133-5346

8-9 53 42 Harbor Island PB 44-72 S160ft Of W180ft Of Tr B & Lot 63
Property address: 7946 East Dr
Folio number: 2332090010030

Harbor Island Dev Company LLC
2850 Tigertail Ave Ste 800
Miami, FL 33133-5346

8-9 53 42 Harbor Island PB 44-72 Lot 41
Property address: 7941 East Dr
Folio number: 2332090010430

Robmar Miami LLC
PO Box 403489
Miami Beach, FL 33140-1489

Bays Water Condo Harbor Island PB 44-72 The S160ft Of The E140ft Of Tr B

Property address:
Folio number: 2332090320001

Bays Water Condo
C/O Nautica Management
PO Box 41-4331
Miami Beach, FL 33141

Bays Water Condo Unit 101 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #101
Folio number: 2332090320010

Lilian Tereza Saud Jose A Saud
7945 East Dr Apt 101
North Bay Village, FL 33141-3303

Bays Water Condo Unit 201 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #201
Folio number: 2332090320020

Sondra Shumaker
7945 East Dr Apt 201
North Bay Village, FL 33141-3304

Bays Water Condo Unit 301 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #301
Folio number: 2332090320030

Luis Lentijo
7945 East Dr Apt 301
North Bay Village, FL 33141-3305

Bays Water Condo Unit 102 Undiv 4.75% Int In Common Elements
Property address: 7945 East Dr, #102
Folio number: 2332090320040

Juan Castro
7945 East Dr Apt 102
North Bay Village, FL 33141-3303

Bays Water Condo Unit 202 Undiv 4.75% Int In Common Elements
Property address: 7945 East Dr, #202
Folio number: 2332090320050

Hannah Lombardo
7945 East Dr Apt 202
North Bay Village, FL 33141-3304

Bays Water Condo Unit 302 Undiv 4.75% Int In Common Elements
Property address: 7945 East Dr, #302
Folio number: 2332090320060

Real Deal LLC
150 SE 2nd Ave Ste 1408
Miami, FL 33131-1582

Bays Water Condo Unit 104 Undiv 5.03% Int In Common Elements
Property address: 7945 East Dr, #104
Folio number: 2332090320070

Nelly & Ana Watson
7945 East Dr Apt 104
North Bay Village, FL 33141-3303

Bays Water Condo Unit 204 Undiv 4.81% Int In Common Elements
Property address: 7945 East Dr, #204
Folio number: 2332090320080

Domus Ap LLC
7945 East Dr Apt 204
North Bay Village, FL 33141-3304

Bays Water Condo Unit 304 Undiv 4.81% Int In Common Elements
Property address: 7945 East Dr, #304
Folio number: 2332090320090

Jennifer Esther Garcia
7945 East Dr Apt 304
North Bay Village, FL 33141-3306

Bays Water Condo Unit 105 Undiv 3.38% Int In Common Elements

Property address: 7945 East Dr, #105
Folio number: 2332090320100

Gladys V Rodriguez Perez
Roberto R Rodriguez Ana Ibis Lanier
1356 Biarritz Dr
Miami Beach, FL 33141-3636

Bays Water Condo Unit 205 Undiv 5.77% Int In Common Elements
Property address: 7945 East Dr, #205
Folio number: 2332090320110

Marcelo Netto Carlos A Rodrigues
7945 East Dr Apt 205
North Bay Village, FL 33141-3305

Bays Water Condo Unit 305 Undiv 5.77% Int In Common Elements
Property address: 7945 East Dr, #305
Folio number: 2332090320120

Katharina Oos
7945 East Dr Apt 305
North Bay Village, FL 33141-3306

Bays Water Condo Unit 106 Undiv 3.00 % Int In Common Elements
Property address: 7945 East Dr, #106
Folio number: 2332090320130

Osmany Prada
1385 Marseille Dr
Miami Beach, FL 33141-3606

Bays Water Condo Unit 206 Undiv 3.22 % Int In Common Elements
Property address: 7945 East Dr, #206
Folio number: 2332090320140

Michael Cariglio
9056 Byron Ave
Surfside, FL 33154-3238

Bays Water Condo Unit 306 Undiv 3.22% Int In Common Elements
Property address: 7945 East Dr, #306
Folio number: 2332090320150

Alpha LLC
7945 East Dr Apt 306
North Bay Village, FL 33141-3306

Bays Water Condo Unit 107 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #107
Folio number: 2332090320160

Emma J Salgado
7945 East Dr Apt 107
North Bay Village, FL 33141-3303

Bays Water Condo Unit 207 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #207
Folio number: 2332090320170

Mgp Shipping Line LLC
7900 Tatum Waterway Dr Apt 502
Miami Beach, FL 33141-1940

Bays Water Condo Unit 307 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #307
Folio number: 2332090320180

Adrian Toledano Janet Estrella
7945 East Dr Apt 307
North Bay Village, FL 33141-3306

Bays Water Condo Unit 108 Undiv 5.29% Int In Common Elements
Property address: 7945 East Dr, #108
Folio number: 2332090320190

Pamela Seniza
7945 East Dr Apt 108
North Bay Village, FL 33141-3303

Bays Water Condo Unit 208 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #208
Folio number: 2332090320200

Marc Adam Stanions
7263 Lombardy St
Boynton Beach, FL 33472-7343

Bays Water Condo Unit 308 Undiv 3.00% Int In Common Elements
Property address: 7945 East Dr, #308
Folio number: 2332090320210

Lydia Perzoff
80 S Shore Dr Apt 311
Miami Beach, FL 33141-6708

Bays Water Condo Unit 209 Undiv 5.29% Int In Common Elements Property address: 7945 East Dr, #209 Folio number: 2332090320220	Soumia Khaldoun 3677 Thomas Ave Miami, FL 33133-5709
Bays Water Condo Unit 309 Undiv 5.29% Int In Common Elements Property address: 7945 East Dr, #309 Folio number: 2332090320230	Nicholas R Lawrence Emily E Lawrence 7945 East Dr Apt 309 North Bay Village, FL 33141-3306
Adagio Condo Harbor Island PB 44-72 Lot 39 As Desc In Decl Or 26555-2037 Property address: Folio number: 2332090560001	Adagio Condo Assn. 7939 East Drive, Mgmt Office North Bay Village, FL 33141
Adagio Condo Unit 1 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #1 Folio number: 2332090560010	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 2 Undiv 0.055155428% Int In Common Elements Property address: 7939 East Dr, #2 Folio number: 2332090560020	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 3 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #3 Folio number: 2332090560030	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 4 Undiv 0.56872038% Int In Common Elements Property address: 7939 East Dr, #4 Folio number: 2332090560040	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 5 Undiv 0.055155428% Int In Common Elements Property address: 7939 East Dr, #5 Folio number: 2332090560050	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 6 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #6 Folio number: 2332090560060	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 7 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #7 Folio number: 2332090560070	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3346
Adagio Condo Unit 8 Undiv 0.055155428% Int In Common Elements Property address: 7939 East Dr, #8 Folio number: 2332090560080	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 9 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #9 Folio number: 2332090560090	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327

Adagio Condo Unit 10 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #10 Folio number: 2332090560100	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 11 Undiv 0.055155428% Int In Common Elements Property address: 7939 East Dr, #11 Folio number: 2332090560110	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 12 Undiv 0.056872038% Int In Common Elements Property address: 7939 East Dr, #12 Folio number: 2332090560120	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 13 Undiv 0.078665522% Int In Common Elements Property address: 7939 East Dr, #13 Folio number: 2332090560130	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 14 Undiv 0.078665522% Int In Common Elements Property address: 7939 East Dr, #14 Folio number: 2332090560140	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Adagio Condo Unit 15 Undiv 0.16707094% Int In Common Elements Property address: 7939 East Dr, #15 Folio number: 2332090560150	Victory Developers LLC 40 Christopher Way Eatontown, NJ 07724-3327
Cielo On The Bay Condo Harbor Island PB 44-72 Lots 35 & 37 Property address: 7935 East Dr Folio number: 2332090590001	Cielo On The Bay Condo Assn 7935 East Dr., Office 100 North Bay Village, FL 33141
Cielo On The Bay Condo Unit 401 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #401 Folio number: 2332090590010	Aurelio E Fernandez Trs Fernandez Family Trust Berta Fernandez Trs 730 Egret Pointe Vero Beach, FL 32963-2164
Cielo On The Bay Condo Unit 501 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #501 Folio number: 2332090590020	Pinecrest Industries LLC 10820 NW 29th St Doral, FL 33172-2149
Cielo On The Bay Condo Unit 601 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #601 Folio number: 2332090590030	Danilo Junior Ribeiro De Avila 7935 East Dr Apt 601 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 701 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #701 Folio number: 2332090590040	Antonio Urdaneta Gisela Camacho Urdaneta 7935 East Dr Apt 701 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 801 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #801 Folio number: 2332090590050	Miguel Dorcasberro Claudia Gonzalez Dorcasberro 7935 East Dr Apt 1201 North Bay Village, FL 33141-3687

Cielo On The Bay Condo Unit 901 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #901 Folio number: 2332090590060	Roberto Legrand 7935 East Dr Apt 901 North Bay Village, FL 33141-3693
Cielo On The Bay Condo Unit 1001 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1001 Folio number: 2332090590070	Blue Moon Trust 6000 Collins Ave Apt 122 Miami Beach, FL 33140-2371
Cielo On The Bay Condo Unit 1101 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1101 Folio number: 2332090590080	Ronald E Temkin Trs Ronald E Temkin Legacy Tr No 4 Maria T Temkin Trs 616 Atlantic Shores Blvd Ste A Hallandale Beach, FL 33009-2533
Cielo On The Bay Condo Unit 1201 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1201 Folio number: 2332090590090	Miguel D Orcasberro Claudia Gonzalez Burgos 7935 East Dr Apt 1201 North Bay Village, FL 33141-3687
Cielo On The Bay Condo Unit 1401 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1401 Folio number: 2332090590100	Andy Gaertner Aurelia Gaertner 7935 East Dr Apt 1401 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1501 Undiv 2.8076674% Int In Common Elements Property address: 7935 East Dr, #1501 Folio number: 2332090590110	Radovan Bubanj Natalie Masnyj 7935 East Dr Apt 1501 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 402 Bldg 2 Undiv 2.8723467% Int In Common El Property address: 7935 East Dr, #402 Folio number: 2332090590120	Joseph E Imbriglia Carolyn G Imbriglia 683 Stoneylonesome Rd Stahlstown, PA 15687-1339
Cielo On The Bay Condo Unit 602 Bldg 2 Undiv 2.8723467% Int In Common El Property address: 7935 East Dr, #602 Folio number: 2332090590130	Ian Blake Nahmias 7935 East Dr Apt 602 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 802 Bldg 2 Undiv 2.8723467% Int In Common El Property address: 7935 East Dr, #802 Folio number: 2332090590140	Centennial Bank Trs C/O Centennial Bank Tr Department Paradise Palms Lan 7935 East Dr Apt 802 North Bay Village, FL 33141-3733
Cielo On The Bay Condo Unit 1002 Bldg 2 Undiv 2.8723467% Int In Common E Property address: 7935 East Dr, #1002 Folio number: 2332090590150	Cocket And Tubbs 1002 LLC 218 NW 24th St # 310 Miami, FL 33127-4324
Cielo On The Bay Condo Unit 1202 Bldg 2 Undiv 2.8723467% Int In Common E Property address: 7935 East Dr, #1202 Folio number: 2332090590160	Cocket And Tubbs 1202 LLC 218 NW 24th St # 310 Miami, FL 33127-4324
Cielo On The Bay Condo Unit 403 Bldg 3 Undiv 2.7694479% Int In Common El Property address: 7935 East Dr, #403 Folio number: 2332090590170	Terence J Gogarty Leslie W Adams 7935 East Dr Apt 403 North Bay Village, FL 33141-3686

Cielo On The Bay Condo Unit 603 Bldg 3 Undiv 2.7694479% Int In Common El Property address: 7935 East Dr, #603 Folio number: 2332090590180	Giuseppe Zappala Arjona Isabella Arjona 7935 East Dr Apt 603 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 803 Undiv 2.7694479% Int In Common Elements Property address: 7935 East Dr, #803 Folio number: 2332090590190	David Tayar Maxine Mendelssohn 7935 East Dr Apt 803 North Bay Village, FL 33141-3693
Cielo On The Bay Condo Units 1003 & 1004 Bldg 3 Undiv 2.7694479% & 2.704 Property address: 7935 East Dr, #1003 Folio number: 2332090590200	Cocket And Tubbs LLC 4770 Biscayne Blvd Ste 900 Miami, FL 33137-3232
Cielo On The Bay Condo Unit 1203 Bldg 3 Undiv 2.7694479% Int In Common E Property address: 7935 East Dr, #1203 Folio number: 2332090590210	Ana Beatrice Bustamante De Garcia Melissa Maria Bustamante Guirola PO Box 25364 Miami, FL 33102-5364
Cielo On The Bay Condo Unit 404 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #404 Folio number: 2332090590220	Lisa Halloran 7935 East Dr Apt 404 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 504 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #504 Folio number: 2332090590230	Sarah Krikorian Oconnell Michael Patrick Oconnell 7935 East Dr Apt 504 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 604 Undiv 2.7047686% Int In Common Elements Property address: 7935 East Dr, #604 Folio number: 2332090590240	Joan C Duarte Luis F Duarte 7935 East Dr Apt 604 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 704 Undiv 2.7047686% Int In Common Elements Property address: 7935 East Dr, #704 Folio number: 2332090590250	Bernard Agache Luciana Agache 7935 East Dr Apt 704 North Bay Village, FL 33141-3686
Cielo On The Bay Condo Unit 804 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #804 Folio number: 2332090590260	Habitus Sobe LLC 3020 NW 125th Ave Apt 314 Sunrise, FL 33323-6319
Cielo On The Bay Condo Unit 904 Bldg 4 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #904 Folio number: 2332090590270	Miami Heaven LLC 7935 East Dr Apt 904 North Bay Village, FL 33141-3693
Cielo On The Bay Condo Unit 1204 Undiv 2.7047686% Int In Common Elements Property address: 7935 East Dr, #1204 Folio number: 2332090590290	Phoenix Property LLC 407 Lincoln Rd Ph NE Miami Beach, FL 33139-3021
Cielo On The Bay Condo Unit 1404 Bldg 4 Undiv 2.7047686% Int In Common E Property address: 7935 East Dr, #1404 Folio number: 2332090590300	Roberto Ruiz Mercedes Melendez 7935 East Dr Apt 1404 North Bay Village, FL 33141-3732

Cielo On The Bay Condo Unit 1504 Bldg 4 Undiv 2.7047686% Int In Common E Property address: 7935 East Dr, #1504 Folio number: 2332090590310	Hsdc Sunrise 1 LLC 777 Brickell Ave Ste 1114 Miami, FL 33131-2867
Cielo On The Bay Condo Unit Phi Bldg 5 Undiv 2.8076674% Int In Common El Property address: 7935 East Dr, #Phi Folio number: 2332090590320	Centennial Bank Trs C/O Centennial Bank Tr Dep 2901 E Highland Dr Jonesboro, AR 72401-6224
Cielo On The Bay Condo Unit 1502 Bldg 5 Undiv 2.8723467% Int In Common E Property address: 7935 East Dr, #1502 Folio number: 2332090590330	Mark S Kolta 7935 East Dr Apt Ph2 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit 1503 Bldg 5 Undiv 2.7694479% Int In Common E Property address: 7935 East Dr, #1503 Folio number: 2332090590340	Fugen Ozvardar Trs Fugen Ozvardar Qual Domestic Marital Tr 7935 East Dr Apt Ph3 North Bay Village, FL 33141-3732
Cielo On The Bay Condo Unit Ph4 Bldg 5 Undiv 2.7047686% Int In Common El Property address: 7935 East Dr, #Ph4 Folio number: 2332090590350	Tajammal Ali Erica Norris 7935 East Dr Apt Ph4 North Bay Village, FL 33141-3732
Eloquence On The Bay Condo Harbor Island PB 44-72 Lots 65 Thru 77 & Subm Property address: Folio number: 2332090600001	Eloquence On The Bay Condo 7928 East Dr., Mgmt Office North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 101 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #101 Folio number: 2332090600010	Liam John Kehoe 7928 East Dr Apt 101 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 301 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #301 Folio number: 2332090600020	Bijan Manesh Katayoun Mobaraki Manesh 9815 Potomac Manors Dr Potomac, MD 20854-4924
Eloquence On The Bay Condo Unit 401 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #401 Folio number: 2332090600030	Lucas Daniel Alvarez 7928 East Dr Apt 401 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 501 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #501 Folio number: 2332090600040	Nenad Kokanovic 7928 East Dr Apt 501 North Bay Village, FL 33141-5686
Eloquence On The Bay Condo Unit 601 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #601 Folio number: 2332090600050	Eric R Danilchuk Trs Eric R Danilchuk 2002 Family Tr 7928 East Dr Apt 601 North Bay Village, FL 33141-5681

Eloquence On The Bay Condo Unit 701 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #701 Folio number: 2332090600060	Rmely LLC 849 Tanglewood Cir Weston, FL 33327-1840
Eloquence On The Bay Condo Unit 801 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #801 Folio number: 2332090600070	James Antoine Lucas 7928 East Dr Apt 801 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 901 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #901 Folio number: 2332090600080	Cmrt Miami LLC C/O Lisette Pie Salazar Pa 200 Crandon Blvd Ste 311 Key Biscayne, FL 33149-1614
Eloquence On The Bay Condo Unit 1001 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1001 Folio number: 2332090600090	Wallace C Wittkoff Claudia B Wittkoff 7928 East Dr Apt 1001 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1101 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1101 Folio number: 2332090600100	Jennifer Kaminski 7928 East Dr Apt 1101 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1201 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1201 Folio number: 2332090600110	Ballmar Ltd C/O Patricia Musa 16137 Biscayne Blvd Aventura, FL 33160-4337
Eloquence On The Bay Condo Unit 1401 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1401 Folio number: 2332090600120	Gilbert A Sand Trs Gilbert A Sand Trust 7928 East Dr Apt 1401 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1501 Undiv 0.692% Int In Common Elements Property address: 7928 East Dr, #1501 Folio number: 2332090600130	Tucatupy804 Corp 4855 W Hillsboro Blvd Ste B3 Coconut Creek, FL 33073-4356
Eloquence On The Bay Condo Unit 1801 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #1801 Folio number: 2332090600150	David Deroussis Veronique Deroussis 7928 East Dr Apt 1801 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 2001 Undiv 2.277% Int In Common Elements Property address: 7928 East Dr, #2001 Folio number: 2332090600160	Yiannis Dumas Veronica Dumas 7928 East Dr Apt 2001 North Bay Village, FL 33141-5837
Eloquence On The Bay Condo Unit 102 Undiv 1.072% Int In Common Elements Property address: 7928 East Dr, #102 Folio number: 2332090600170	Andrea Schuessler 7928 East Dr Apt 102 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 302 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #302 Folio number: 2332090600180	Regina Vasquez 7928 East Dr Apt 302 North Bay Village, FL 33141-5681

Eloquence On The Bay Condo Unit 402 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #402 Folio number: 2332090600190	Andrew Vera Melissa Vera 7928 East Dr Apt 402 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 502 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #502 Folio number: 2332090600200	P11 Group LLC 3543 SW 1st Ave Miami, FL 33145-3905
Eloquence On The Bay Condo Unit 602 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #602 Folio number: 2332090600210	Oedekoven Caine Miami LLC 7928 East Dr Apt 602 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 702 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #702 Folio number: 2332090600220	Sergio Menendez Aponte Andrea Menendez Aponte 7928 East Dr Apt 702 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 802 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #802 Folio number: 2332090600230	Newstein Seven LLC 1123 Bay Dr Miami Beach, FL 33141-3624
Eloquence On The Bay Condo Unit 902 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #902 Folio number: 2332090600240	Jaw 358 LLC 7929 West Dr Apt 1202 North Bay Village, FL 33141-3356
Eloquence On The Bay Condo Unit 1002 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1002 Folio number: 2332090600250	Paul Cassuto 7928 East Dr Apt 1002 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1102 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1102 Folio number: 2332090600260	Nicholas Walter Bazar Sarabeth Beitchman 7928 East Dr Apt 1102 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1202 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1202 Folio number: 2332090600270	Christian A Gonzalez Prieto 1121 Arlington Blvd Apt 717 Arlington, VA 22209-3212
Eloquence On The Bay Condo Unit 1402 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1402 Folio number: 2332090600280	Eofh & Partners Investment LLC 3300 NE 188th St Apt 412 Miami, FL 33180-3372
Eloquence On The Bay Condo Unit 1502 Undiv 0.710% Int In Common Elements Property address: 7928 East Dr, #1502 Folio number: 2332090600290	Heather Nutting 7928 East Dr Apt 1502 North Bay Village, FL 33141-5688
Eloquence On The Bay Condo Unit 1602 Undiv 1.025% Int In Common Elements Property address: 7928 East Dr, #1602 Folio number: 2332090600300	Spb Mia LLC C/O Recalde Law Firm Pa 10800 Biscayne Blvd Ste 440 Miami, FL 33161-7806

Eloquence On The Bay Condo Unit 1802 Undiv 1.025% Int In Common Elements Property address: 7928 East Dr, #1802 Folio number: 2332090600310	Clemente Felipe Vera Enza Mongiovi Vera 7928 East Dr Apt 1802 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 2002 Undiv 2.266% Int In Common Elements Property address: 7928 East Dr, #2002 Folio number: 2332090600320	Abraha Taddese 7928 East Dr 2002 Ph2 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 103 Undiv 1.057% Int In Common Elements Property address: 7928 East Dr, #103 Folio number: 2332090600330	Raquel Hussey Trs Paul S Hussey Trust 7928 East Dr Apt 103 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 303 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #303 Folio number: 2332090600340	Fabio Armando Giorgio Parisi Federica Balestrieri 7928 East Dr Apt 303 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 403 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #403 Folio number: 2332090600350	Robeto R Guiulfo Patricia J Guiulfo Andrea Guiulfo 1226 Iris Ct Weston, FL 33326-3632
Eloquence On The Bay Condo Unit 503 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #503 Folio number: 2332090600360	Alejandro Lilo Victorero 7928 East Dr Apt 503 North Bay Village, FL 33141-5686
Eloquence On The Bay Condo Unit 603 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #603 Folio number: 2332090600370	Latelier IV Corp 2750 NE 185th St Ste 202 Miami, FL 33180-2877
Eloquence On The Bay Condo Unit 703 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #703 Folio number: 2332090600380	Montrex Logistics LLC 2719 Hollywood Blvd Ste B264 Hollywood, FL 33020-4821
Eloquence On The Bay Condo Unit 803 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #803 Folio number: 2332090600390	Christof Pignet 869 Elvira Ave Nashville, TN 37216-3006
Eloquence On The Bay Condo Unit 903 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #903 Folio number: 2332090600400	Celestine Serafine LLC 11420 N Kendall Dr Ste 207 Miami, FL 33176-1039
Eloquence On The Bay Condo Unit 1003 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1003 Folio number: 2332090600410	Maria Belen Dousdebes 7928 East Dr Apt 1003 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1403 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1403 Folio number: 2332090600440	Kathleen Schubert 579 Sagamore Ave Unit 106 Portsmouth, NH 03801-5573

Eloquence On The Bay Condo Unit 1503 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #1503 Folio number: 2332090600450	Avtun Eymen Le Rem Ozlem Eymen Turabi 7928 East Dr Apt 1503 North Bay Village, FL 33141-5688
Eloquence On The Bay Condo Unit 1603 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #1603 Folio number: 2332090600460	Jose V Sanchez Christy Lynette Raynor 7928 East Dr Apt 1603 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 1803 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #1803 Folio number: 2332090600470	Gunther Schnitzer Alejandra Olvera Garcia 7928 East Dr 1803 North Beach, FL 33141
Eloquence On The Bay Condo Unit 104 Undiv 1.004% Int In Common Elements Property address: 7928 East Dr, #104 Folio number: 2332090600480	Eric Nam 7928 East Dr Apt 104 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 304 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #304 Folio number: 2332090600490	Camilo Balzan 7928 East Dr Apt 304 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 404 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #404 Folio number: 2332090600500	Mario Andres Mustafa 7928 East Dr Apt 404 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 504 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #504 Folio number: 2332090600510	Bryan Flick 7928 East Drive 504 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 604 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #604 Folio number: 2332090600520	Kyle Allen 7928 East Dr Apt 604 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 704 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #704 Folio number: 2332090600530	Vazquez & Ordonez Investments LLC 7928 East Dr Apt 704 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 804 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #804 Folio number: 2332090600540	Homer Lee Hickson 7928 East Dr Apt 804 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 904 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #904 Folio number: 2332090600550	Gabriela Sanchez Vegas 7930 East Dr #904 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1004 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1004 Folio number: 2332090600560	Eloquence1510 LLC 785 Crandon Blvd Apt 306 Key Biscayne, FL 33149-2589

Eloquence On The Bay Condo Unit 1104 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1104 Folio number: 2332090600570	Promotora De Construccion C/O Manuel J Vadillo LLP Saltillo S De R L De 11402 NW 41st St Ste 202 Doral, FL 33178-4861
Eloquence On The Bay Condo Unit 1204 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1204 Folio number: 2332090600580	Luis Homero Vivas Sardi Trs The Luis Homero Vivas Sardi Rev Tr 7928 East Dr Apt 1204 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1404 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1404 Folio number: 2332090600590	Jose Reyes 2 Victor St Lodi, NJ 07644-2510
Eloquence On The Bay Condo Unit 1504 Undiv 0.891% Int In Common Elements Property address: 7928 East Dr, #1504 Folio number: 2332090600600	Concepcion Pierina Camino Alejandra Campins 7928 East Dr Apt 1504 North Bay Village, FL 33141-5688
Eloquence On The Bay Condo Unit 1604 Undiv 1.593% Int In Common Elements Property address: 7928 East Dr, #1604 Folio number: 2332090600610	Eloquence 1604 LLC 9655 E Bay Harbor Dr Apt 7N Bay Harbor Islands, FL 33154-2122
Eloquence On The Bay Condo Unit 1804 Undiv 1.593% Int In Common Elements Property address: 7928 East Dr, #1804 Folio number: 2332090600620	Pietro Magliocca 7928 East Dr Apt 1804 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 105 Undiv 1.021% Int In Common Elements Property address: 7928 East Dr, #105 Folio number: 2332090600630	Ariel Cubides 1908 NW 79th Ave Doral, FL 33126-1100
Eloquence On The Bay Condo Unit 405 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #405 Folio number: 2332090600650	Marchil LLC 7928 East Dr Apt 405 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 505 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #505 Folio number: 2332090600660	Marial Investments Corp 7928 East Dr Apt 505 North Bay Village, FL 33141-5686
Eloquence On The Bay Condo Unit 605 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #605 Folio number: 2332090600670	Eloquence 605 LLC 7928 East Dr Apt 605 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 705 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #705 Folio number: 2332090600680	705 North Bay Village LLC 2301 Collins Ave Apt 739 Miami Beach, FL 33139-1631

Eloquence On The Bay Condo Unit 805 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #805 Folio number: 2332090600690	Osmany Palma Virlenys Hernandez Palma 7928 East Dr Apt 805 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 905 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #905 Folio number: 2332090600700	Viela Investment LLC 20200 W Dixie Hwy 1203 Aventura, FL 33180
Eloquence On The Bay Condo Unit 1005 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #1005 Folio number: 2332090600710	3F Ato Investments Corp 3111 N University Dr Ste 105 Coral Springs, FL 33065-5049
Eloquence On The Bay Condo Unit 1105 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #1105 Folio number: 2332090600720	Panagiotis Nakos Alexandra Poliadis 7928 East Dr Apt 1105 North Bay Village, FL 33141-5683
Eloquence On The Bay Condo Unit 1205 Undiv 0.899% Int In Common Elements Property address: 7928 East Dr, #1205 Folio number: 2332090600730	Mohammed Saad A Allehidan Jtrs Saad Abdulrahman M Allhaidan Jtrs 7930 East 1205 Drive #1205 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1405 Undiv 0.899% Int In Common Elements Property address: 7930 East Dr, #1405 Folio number: 2332090600740	Thomas Kuhles 7930 East Dr #1405 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1505 Undiv 0.899% Int In Common Elements Property address: 7930 East Dr, #1505 Folio number: 2332090600750	Juan C Sanchez 7930 East Dr #1505 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1605 Undiv 1.624% Int In Common Elements Property address: 7930 East Dr, #1605 Folio number: 2332090600760	Allan David Koltun Kimberly Robinson 7930 East Dr 1605 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1805 Undiv 1.624% Int In Common Elements Property address: 7930 East Dr, #1805 Folio number: 2332090600770	Alexander Shvarts Susanna Roitman 7930 East Dr 1805 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 106 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #106 Folio number: 2332090600780	Nathaniel V Stevens 7928 East Dr Apt 106 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 306 Undiv 0.528% Int In Common Elements Property address: 7928 East Dr, #306 Folio number: 2332090600790	Osmany Palma 7928 East Dr Apt 306 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 506 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #506 Folio number: 2332090600810	Xia Xia Terranova 7930 East Dr 506 North Bay Village, FL 33141

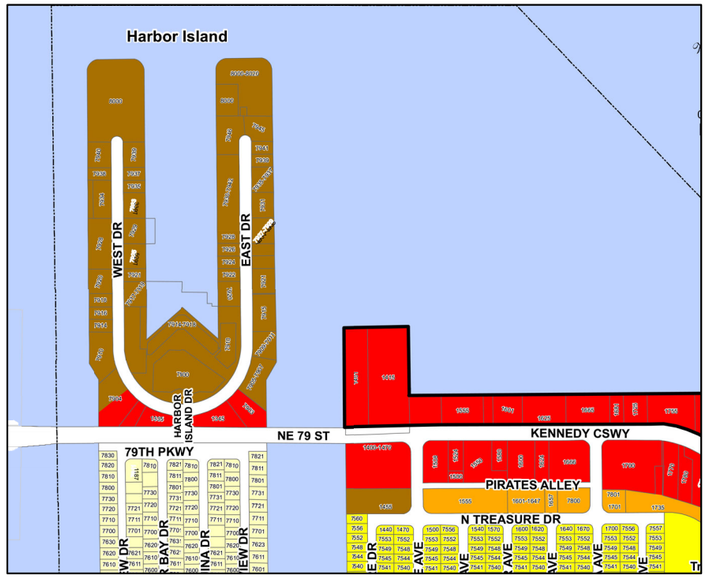
Eloquence On The Bay Condo Unit 606 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #606 Folio number: 2332090600820	Kelly Eicher 7930 East Dr 606 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 706 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #706 Folio number: 2332090600830	Cosmos Solid Asset LLC 8877 Collins Ave Apt 305 Surfside, FL 33154-3519
Eloquence On The Bay Condo Unit 806 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #806 Folio number: 2332090600840	Elizabeth Attias Duarte Atilio Martinez Rojas 7930 East Dr #806 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 906 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #906 Folio number: 2332090600850	Miami Paradise Investment LLC 7930 East Dr 906 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1006 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1006 Folio number: 2332090600860	Selena Varela Serra 7930 East Dr 1006 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1106 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1106 Folio number: 2332090600870	Sopranico Corp 1110 Brickell Ave Miami, FL 33131-3132
Eloquence On The Bay Condo Unit 1206 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1206 Folio number: 2332090600880	Paul Radu 7930 East Dr 1206 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1406 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1406 Folio number: 2332090600890	Ariel Cubides 7930 East Dr #1406 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1506 Undiv 0.528% Int In Common Elements Property address: 7930 East Dr, #1506 Folio number: 2332090600900	Ariel Cubides 14039 SW 14th St Miami, FL 33184-2708
Eloquence On The Bay Condo Unit 1606 Undiv 1.004% Int In Common Elements Property address: 7930 East Dr, #1606 Folio number: 2332090600910	Balada Capital LLC 7928 East Dr Apt 1606 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 1806 Undiv 1.004% Int In Common Elements Property address: 7930 East Dr, #1806 Folio number: 2332090600920	Nicholas J Debetta 7928 East Dr Apt 1806 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 307 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #307 Folio number: 2332090600930	Suiza Property Condominium LLC 20801 Biscayne Blvd Miami, FL 33180-1430

Eloquence On The Bay Condo Unit 407 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #407 Folio number: 2332090600940	Cerro Largo Investor Inc 1687 NE 123rd St North Miami, FL 33181-2702
Eloquence On The Bay Condo Unit 507 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #507 Folio number: 2332090600950	Magu Group LLC 16192 Coastal Hwy Lewes, DE 19958-3608
Eloquence On The Bay Condo Unit 607 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #607 Folio number: 2332090600960	Daniel Jeremie Benattar 7930 East Dr Unit 607 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 707 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #707 Folio number: 2332090600970	Marias One LLC 5805 Waterford District Dr Ste 220 Miami, FL 33126-2056
Eloquence On The Bay Condo Unit 807 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #807 Folio number: 2332090600980	Pier Luigi Dossena 7930 East Dr 807 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 907 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #907 Folio number: 2332090600990	Miami Paradise Investment LLC 7930 East Dr 907 Noth Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1007 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1007 Folio number: 2332090601000	Inveruinon Gloria & Leo 2013 LLC PO Box 490469 Key Biscayne, FL 33149-0469
Eloquence On The Bay Condo Unit 1107 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1107 Folio number: 2332090601010	Mauricio Criado Rosangelica Perez 7930 East Dr 1107 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1207 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1207 Folio number: 2332090601020	Piti One LLC 5931 NW 173rd Dr Unit 9 Hialeah, FL 33015-5107
Eloquence On The Bay Condo Unit 1407 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1407 Folio number: 2332090601030	Walid A Jaziri Trs Walid Jaziri 2016 Revoc Tr 108 New London Tpke Norwich, CT 06360-2645
Eloquence On The Bay Condo Unit 1507 Undiv 0.536% Int In Common Elements Property address: 7930 East Dr, #1507 Folio number: 2332090601040	Monica N Fallone Luis E Mancera Basalo 7930 East Dr 1507 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1607 Undiv 1.025% Int In Common Elements Property address: 7930 East Dr, #1607 Folio number: 2332090601050	Eloquencia En La Bahia LLC 2751 N Miami Ave Miami, FL 33127-4439

Eloquence On The Bay Condo Unit 1807 Undiv 1.025% Int In Common Elements Property address: 7930 East Dr, #1807 Folio number: 2332090601060	Elocuencia En La Bahia LLC 2751 N Miami Ave Miami, FL 33127-4439
Eloquence On The Bay Condo Unit 308 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #308 Folio number: 2332090601070	Luisa F Angulo Gartner Andres Felipe Garcia Nieto 7930 East Dr 308 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 408 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #408 Folio number: 2332090601080	Julio Cesar Santos Cabrera Trs 7928 East Dr Apt 408 North Bay Village, FL 33141-5681
Eloquence On The Bay Condo Unit 508 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #508 Folio number: 2332090601090	Omar Diaz 7930 East Dr #508 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 608 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #608 Folio number: 2332090601100	Charles Bonney Ache 7930 East Dr 608 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 708 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #708 Folio number: 2332090601110	Sergio Menedez Aponte Andrea Menedez Aponte 7930 East Dr #708 Miami, FL 33141
Eloquence On The Bay Condo Unit 808 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #808 Folio number: 2332090601120	Juez And Juez Investments Corporation 7135 Collins Ave Apt 336 Miami Beach, FL 33141-3227
Eloquence On The Bay Condo Unit 908 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #908 Folio number: 2332090601130	Stephen W Lees Le Barbara Horton Lees Le Rem Stephen W Lees Trs 7928 East Dr Apt 908 North Bay Village, FL 33141-5682
Eloquence On The Bay Condo Unit 1008 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1008 Folio number: 2332090601140	Oscar Restrepo Blanca Restrepo 7930 East Dr #1008 North Bay Village, FL 33141-3311
Eloquence On The Bay Condo Unit 1108 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1108 Folio number: 2332090601150	Diego Antonio Caccia 7930 East Dr Unit 1108 North Bay Village, FL 33141
Eloquence On The Bay Condo Unit 1408 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1408 Folio number: 2332090601170	Fredrick Jacinto Lopez Angela M Larusso Lopez 7930 East Dr #1408 North Bay Village, FL 33141-3311

Eloquence On The Bay Condo Unit 1508 Undiv 0.866% Int In Common Elements Property address: 7930 East Dr, #1508 Folio number: 2332090601180	Fabio Parisi Federica Balestrieri 7928 East Dr #1508 North Bay Village, FL 33141-5685
Eloquence On The Bay Condo Unit 1608 Undiv 1.591% Int In Common Elements Property address: 7928 East Dr, #1608 Folio number: 2332090601190	Paul M Sperling Trs Sperling Family Trust R Brenda Sperling Trs 7928 East Dr Apt 1608 North Bay Village, FL 33141-5684
Eloquence On The Bay Condo Unit 1808 Undiv 1.591% Int In Common Elements Property address: 7930 East Dr, #1808 Folio number: 2332090601200	American Pie LLC 3370 Mary St Miami, FL 33133-5215

NORTH BAY VILLAGE ZONING MAP



LOCATION: 7946 and 8000 East Drive, North Bay Village, FL 33141

FOLIO: 23-3209-001-0024, -0020 and -0030

PREPARED FOR: HARBOR ISLAND DEVELOPMENT COMPANY LLC.

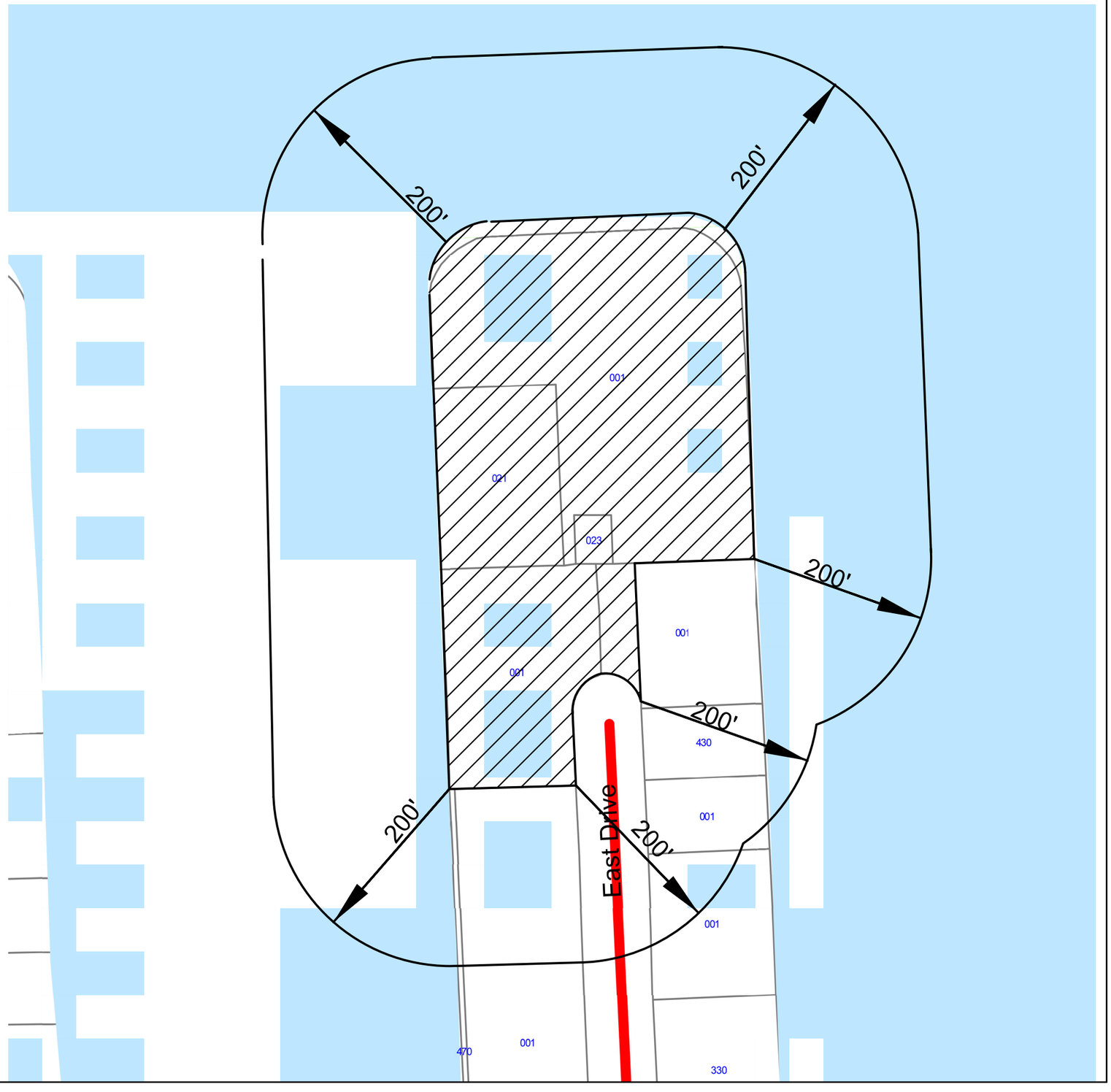
ORDER: 260208
DATE: February 23, 2026

N
W E
S

SCALE: 1"= 125'

The Zoning Specialists Group, Inc.
7729 NW 146th Street
Miami Lakes FL 33016
Ph: (305) 828-1210
www.thezoningspecialistsgroup.com

200-FOOT RADIUS MAP:



MARCH 19, 2026 at 13:10:19
7946 East Dr
North Bay Village, FL 33141
United States

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141, as follows:

Planning & Zoning Board
March 31, 2026 at 6:00 PM

Village Commission
April 21, 2026 at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: Harbor Island Development Company, LLC

LOCATION: 7946 & 8000 East Drive, North Bay Village, FL 33141

FOLIO NUMBER(S): 23-3209-001-0024; 23-3209-001-0030; 23-3209-001-0020

USE EXCEPTION REQUEST: The Applicant seeks approval for the following:

1. To permit a Temporary Sales Center / Marketing Office for a Multi-Family Residential Development.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

MARCH 19, 2026 at 13:11:05
7946 East Dr
North Bay Village, FL 33141
United States

MARCH 19, 2026 at 13:14:37
8000 East Dr
North Bay Village, FL 33141
United States

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

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Planning & Zoning Board
March 31, 2026 at 6:00 PM

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April 21, 2026 at 6:00 PM

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LOCATION: 7946 & 8000 East Drive, North Bay Village, FL 33141

FOLIO NUMBER(S): 23-3209-001-0024; 23-3209-001-0030; 23-3209-001-0020

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Alba L. Chang, CMC
Village Clerk

MARCH 19, 2026 at 13:15:02
8000 East Dr
North Bay Village, FL 33141
United States

NORTH BAY VILLAGE
HEART OF THE BAY

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 APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED "HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH EL-AD NATIONAL PROPERTIES, LLC RELATING TO THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 891 2658 3746**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

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SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Apr 7, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 13.C

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

TO: Planning and Zoning Board

FROM: Craig Pinder, Village Planner

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

Staff recommends **approval** of the requested Site Plan Modification, subject to the conditions listed in the staff report.

BACKGROUND AND ANALYSIS

The Planning and Zoning Board reviewed this item at their March 31, 2026 meeting and recommended approval. See staff memo for further analysis.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT
NONE

ATTACHMENT(S):
Resolution Site Plan Modification 7913 West Drive El Ad.DOCX
Staff Report 7913 West Dr - Site Plan_Post P&Z Board.docx
1. Letter of Intent.pdf
2. Survey.pdf
3. Architectural Plans.pdf
4. Landscape Plans.pdf
5.Civil Plans.pdf
6. Traffic Study.pdf
7. Elad Development Group Information.pdf
8. 7913 W Drive Ownership Information.pdf
Public Hearing Notice - MDC Ads.pdf
Notice Posting.pdf
Certified Mailers 7913 w. dr.pdf
Notice of Public Hearing - MDC Legal Ads 040726.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, El-Ad NBV LLC ("the Applicant") has submitted an application to North Bay Village (the "Village"), pursuant to Section 5.8, seeking approval of a site plan modification for a previously approved multifamily residential project on an approximately 1.04-acre site, identified by Folio No. 23-3209-001-0013, located at approximately 7913 West Drive, as legally described in Exhibit A, "Legal Description" attached hereto (the "Property"); and

WHEREAS, the subject development project, known as "El-Ad North Bay Village," consists of 94 for-sale residential units and ancillary indoor and outdoor resident amenities within a 26-story building reaching a height of 298 feet and 8 inches; plus structured parking (collectively, the "Project"); and

WHEREAS, the site plan for the Project is attached hereto as Exhibit "B"; and

WHEREAS, the Village Commission previously approved a transfer of 22 density rights to the Property pursuant to Resolution No. 2023-163, which rights have been duly transferred and paid for, enabling the current 94-unit Project; and

WHEREAS, the previously transferred density rights yield a maximum density no greater than 30% above the base density of 70 units per acre, in compliance with Sections 8.10.D.4.d. and 8.13. of the ULDC; and

WHEREAS, concurrent with the Site Plan Modification review as required in Sec. 8.12 of the ULDC, the Applicant has requested to purchase an additional 40 feet of building height from North Bay Village (in excess of a 40-foot bonus previously purchased and approved), for a combined bonus height of 80 feet above the 150-foot base height, yielding a bonus-based height of 230 feet; and

WHEREAS, as part of the Site Plan Modification, the Applicant also seeks to increase the TDR-associated bonus height from a previously approved 49 feet to 69 feet (30% of the maximum permitted height of 230 feet, with bonus), to accommodate the taller building design; and

WHEREAS, the maximum building height of the Project, including the combined bonuses is 298 feet and 8 inches (not including mechanical structures located on the rooftop, which are exempt from the height limitation per Section 8.17.G); and

WHEREAS, Village staff reviewed the Project and found it consistent with the relevant goals, objectives and policies of the Comprehensive Plan and the pillars articulated in the NBV100 Master Plan, and recommends approval of the Site Plan Modification subject to the conditions herein; and

WHEREAS, pursuant to Section 8.13 and Chapter 15 of the ULDC, Village Staff and the Applicant have agreed on the terms of a First Amendment to Development Agreement, which memorializes the previously transferred density rights, updated height bonuses, building area in the Project, and other requirements; and

WHEREAS, after a duly noticed public hearing held on March 31, 2026, the Planning and Zoning Board recommended approval with conditions of the Site Plan request; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on April 21, 2026 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/is not] 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 of the ULDC, the site plan to construct a 298-foot-8-inch, 26-story multifamily residential development Project consisting of 94 residential units, along with complementary resident amenities, as well as a parking garage (as shown in Exhibit "B"), is hereby [approved/denied/approved subject to the provisions set forth in the Development Agreement approved pursuant to Resolution No. 2026-____.] All such provisions in the Development Agreement are conditions to this site plan approval, and failure to adhere to such provisions may result in revocation of this site plan approval.

Section 3. Findings of Fact. The Mayor and Village Commission make the following findings of fact based upon the substantial competent evidence provided:

The requested site plan [meets/does not meet] the applicable Site Plan Review Standards provided in Section 5.8. The requested site plan approval [is/is not] contrary to the public interest or detrimental to the community and [is/is not] compatible with the surrounding land uses while maintaining the basic intent and purpose of the zoning and land use regulations. The Project [supports/does not support] the goals, objectives, and policies of the North Bay Village Comprehensive Plan and those of the NBV100 Master Plan, which include Livability, Resiliency, and Prosperity. The Project [is/is not] compatible with surrounding intensities and densities of development, [provides/does not provide] access to adequate light and air for surrounding properties; [provides/does not provide] commercial use(s) intended to serve the needs of the residents; and [creates/does not create] a pedestrian-friendly experience at the ground level.

Section 4. Limitation of Approval. The issuance of this development permit does not in any way create a vested right(s) on the part of the Applicant to obtain a permit from a county, state, or federal agency, and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a county, state or federal agency or undertakes actions that result in a violation of county, state, or federal law.

Section 5. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED on this ___ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Exhibit “A”
LEGAL DESCRIPTION

Address: 7913-7915 West Drive, NORTH BAY VILLAGE

Folio Number: 23-3209-001-0013

Legal Description:

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami–Dade County, Florida more particularly described as follows:

Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a Plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the Parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (PC) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29°11'47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90°00'00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90°00'00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90°00'00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90°00'00"to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90°00'00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said Tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a Triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same may be amended or corrected.

Exhibit “B”
SITE PLAN APPLICATION SET

(Attached)

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **April 21st, 2026**

To: **Village Commission**

From: **Josh Nogareda, Senior Planner**

Through: **Craig Pinder, AICP, Senior Planner**
Silvia E. Vargas, FAICP, Planning Administrator

Subject: **Staff Report – Site Plan Modification for 7913 West Drive**

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1. General Project Information

Owner/Applicant:	El-Ad NBV LLC (Owner)
Applicant Address:	150 E Palmetto Park Rd, Ste. 400 Boca Raton, FL 33432
Site Address:	7913 West Drive
Site Acreage (Total)	1.04 Ac (45,371 sq. ft.)
Folio Number(s)	23-3209-001-0013

2. Legal Description of Subject Property

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami-Dade County, Florida more particularly described as follows: Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (pc) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29° 11' 47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90° 00' 00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90° 00' 00" to the left, said

line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90° 00' 00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90° 00' 00" to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90° 00' 00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same May be amended or corrected.

Refer also to Alta/NSPS Survey dated January 27, 2025 (Updated February 24, 2025) included as Attachment 1.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	High Density Multi-Family Residential
Zoning District	RM-70 Multiple Family Residential
Existing Land Use	Vacant (used as staging area for construction site)

4. Adjacent Land Use Map Classifications and Zoning Districts

North	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Family Residential
	Existing Land Use	Multiple Family Residential
East	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Family Residential
	Existing Land Use	Family Residential
South	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Family Residential
	Existing Land Use	Multiple Family Residential
West	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Family Residential
	Existing Land Use	Multiple Family Residential

5. Background

The Property, located on the east side of West Drive, consists of a parcel of approximately 45,371 square feet (1.04 acres) in size, which was previously used as a surface parking lot and more recently as a staging site for construction taking place across the street at 7918 West. Drive (Use Exception approved via Resolution No. 2022-100).

In 2022, the immediate-past owners of the Property requested, and were granted by the Village, approval for a rear and side setback variance to mitigate the property's lesser depth and lack of waterfront access (Resolution 2022-058). Unlike most of the properties on Harbor Island, this property does not directly abut Biscayne Bay and is less deep than the adjacent properties, following the conveyance of an approximate 40-foot strip of water-facing land to the adjacent 360 Condominium sometime prior to 2003. Neither the immediate-past nor the current owners were party to or responsible for the decision to dispose of that property.

In 2023, the immediate past owner of the Property processed a series of applications with the Village, seeking approval for an approximately 240-foot tall, 94-unit multifamily residential project, then known as "Marina View." The approvals granted for that project included the following:

1. Parking variance (Resolution 2023-162).
2. Site plan (Resolution 2023-163).
3. Development Agreement (Resolution 2023-165).

The Site Plan approval included the transfer of 22 development rights and bonus height of 89 feet pursuant to Sections 8.13 and 8.12 of the ULDC.

Also in 2022, though unrelated to the Marina View project, the Village Commission approved a Use Exception request by Pacific & Orient Properties, LLC to place two construction/sales office trailers and a staging area on the subject property, with the aim of facilitating construction of a different multifamily residential project located at 7918 West Drive (across the street from the subject site). This temporary use was initially approved for a period of one year, in accordance with Sec. 8.11, and was renewed for an additional year via Resolution No. 2023-164. However, it was during this time that construction at 7918 West Drive halted. The construction trailers and staging area were removed, and the Use Exception expired. The site has remained vacant since.

6. Description of Request

The proposed "El-Ad North Bay Village" development maintains the same number of units (94) as previously approved. The Project relies on a comparable pedestal/tower design with integrated structured parking and takes advantage of the previously granted side and rear setback variances. The building is also placed similarly on the site, and oriented so that the residential tower is set as far north as possible to reduce visual impact on the residents of the 360 Condominium.

The Project, however, also modifies the prior site plan approval in several significant ways. The building will be 26 stories tall, reaching a height of 298 feet and 8 inches to the top of the roof deck. To achieve the proposed building height, the Applicant is utilizing a combination of:

(a) A 40-foot bonus building height requested pursuant to Section 8.12 of the ULDC (this is on top of the previous approved and paid for bonus of 40 feet), and
(b) Approximately 69 additional feet of additional height (30% of 230 feet) available from the prior transfer of development rights. (The previous project included additional height of 49 feet associated with the development rights transfer.)

The new, taller building design allows for a double-height amenities deck on the 7th floor, as well as an additional triple-height amenities deck on the 20th floor. The unit mix includes 20 one-bedroom units, 29 two-bedroom units, 35 three-bedroom units, and 10 four-bedroom units, with the smallest unit approximately 1,158 square feet in floor area. According to Sec. 8.10.D.5.h, this Project is required to achieve a minimum of thirty (30) green building and design points, in accordance with the Village's Green Building Program because it is developed pursuant to a transfer of development rights. The Project, as presented, is capable of achieving up to 46 points.

This Applicant is not using the previously granted parking variance and is providing a total of 201 parking spaces. Since the previous site plan was approved in 2023, the Village updated the regulations applicable to the RM-70 zoning district (Ordinance No. 2023-011) and the ULDC as a whole (Ordinance No. 2024-004), including changes to the parking requirements for multifamily residential buildings which render the parking variance unnecessary. The Project, however, includes 14 compact parking spaces (slightly less than eight percent (8%) of the total number of parking spaces provided). According to Sec. 9.3.E.5 of the ULDC, compact parking spaces require special approval by the Village Commission, provided the number of compact parking spaces does not exceed ten percent (10%) of the total approved parking spaces and the spaces are clearly marked "for compact cars only." In addition, projects that include compact parking spaces must provide valet parking services in perpetuity and secure a Business Tax Receipt from the Village on an annual basis.

The Applicant is proposing to provide both valet service and self-parking. The valet service will be available at all times and the on-site parking will be completely enclosed within the building pedestal. All parking will be completely enclosed and shielded from public view using a screening system that alternates green screen and architectural elements. The proposal includes 3 loading spaces, as required.

Supplemental to the Site Plan modification, the Applicant seeks to amend the previously approved Development Agreement to accommodate the proposed El-Ad North Bay Village development plan.

In addition, the Applicant has submitted a companion request to amend the original Harbor Island Plat from 1949, to eliminate an existing platted utility easement, replacing and dedicating it outside the proposed building footprint through a legal instrument. The application to approve the proposed Tentative Plat is being reviewed concurrently but separately. Approval of the site plan is contingent upon approval of the Tentative Plat.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed multifamily development is consistent with the NBV100 Future Land Use Map and Zoning Map and does not exceed the maximum base density by more than thirty percent (30%) consistent with Policy 2.1.13.1.

NBV100 Master Plan – Pillars and Goals

The goal of NBV100 is to equip North Bay Village with the tools necessary to become a more complete, sustainable, and economically successful community that can adapt to the challenges of a changing climate. The NBV100 vision is framed through three pillars and several related goals. The following assessment addresses each goal that relates to the modified Project.

Livability
The Livability principle focuses on the desire by the three-island community to have a stronger sense of place to more accurately reflect the existing civic pride, create a more people-centered public realm, and leverage the value of NBV's privileged but underutilized bay frontage. Key goals in making NBV a more livable home to its residents involve greater walkability; more public access to the waterfront; additional gathering spaces and services; and projecting a renewed and art-infused village image to the world.

(1) Prioritize people over cars.
(2) Embrace the waterfront.
(3) Improve the quality of life.
(4) Synergize public space to refresh NBV identity.

Staff Evaluation: The Property proposed for development is not a direct waterfront site, as it is separated from Biscayne Bay by an approximately 40-foot-wide strip of waterfront green space and public easement located on land owned by the adjacent 360 Condominium. The approved Site Plan illustrates potential pedestrian circulation paths extending from and connecting the public street with the segment of the Island Walk located within this 40-foot green ribbon. Any such connections are conceptual in nature and would require coordination and approvals or agreements with the Village and the 360 Condominium. Subject to such coordination, these connections could improve pedestrian access to the waterfront along this portion of Harbor Island.

The Project would also provide 46 bicycle parking/storage spaces, compared to the 19 required spaces, per ULDC.

Resiliency
In order to ensure its Resilience, NBV must address how to secure the perimeter of the islands to keep the bay water out while efficiently managing the water that does come ashore. Adjusting sea walls, raising grades, good infrastructure planning and maintenance, as well as responsible stewardship of the bayfront edge's natural ecosystem, will be primary objectives.

(1) Created in water.
(2) Protected from water.
(3) Thriving with water.

Staff Evaluation: The Project must provide a minimum pervious area of thirty percent (30%) in the front yard and overall lot area. Additionally, it must achieve at least 30 green building points from the Green Building Program, since it involved transfer density rights. According to the plans submitted, the Applicant will seek 46 points, including 100% native plants in landscaping , Florida Friendly landscape recognition (Gold), a pollinator garden, electric vehicle charging stations, and LID/Green infrastructure, among others.

Prosperity
The desire for Prosperity speaks to the shared goal to see the Village Center attract more retail, businesses and services that have found homes elsewhere in the region and bypassed NBV during prior boom years. The key to changing this pattern is linked to reinventing Kennedy Causeway as a welcoming pedestrian-oriented and business-friendly mixed-use main street and getting away from the existing car-oriented highway with disconnected shopping centers and isolated towers.

(1) Capitalize on existing resources.
(2) Increase private property value.
(3) Optimize and manage parking.
(4) Incentivize flexibility and predictability; and

Staff Evaluation: The Project seeks to replace a former surface parking lot in Harbor Island. By focusing on large units that can accommodate families, the Project will provide for the needs of current and future residents and is anticipated to raise the value of the property and the properties around it, and to increase revenue to the Village through the payment of fees for TDRs and bonus height, as well as impact fees, and recurring taxes upon completion (contingent upon potential recalibration of the state's property tax structure). The Project is designed to reduce dependence on the automobile by providing ample bicycle parking and storage and by improving pedestrian facilities on and adjacent to the site. The project meets the flood protection requirements of Sections 10.5.B.2. of the ULDC and exceeds the minimum 30% required pervious area.

8. Site Plan Approval Criteria

Section 5.8.(B)(10)(c) requires the Planning and Zoning Board and Village Commission of North Bay Village to review a site plan approval request against the following criteria:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

Applicant's Remark: The plan has been designed to buffer neighboring properties from the impacts of the use, most notably by locating green space on the south side adjacent to the "360" condominium parcel.

Staff Evaluation: The proposed building is designed and oriented to reduce visual impacts on the adjacent properties, including providing an 84'-1" side setback on the south, where the Property adjoins the 360 Condominium west tower, and a 15'-1" side setback on the north, where it adjoins an existing 2-story multi-family development (7917 West Dr.).

In addition, the Applicant is not proposing to utilize the maximum building height permitted under the Unified Land Development Code. The proposed project limits the overall building height to 298 feet 8 inches (298'-8") to the roof deck, which is below the maximum height that could otherwise be achieved through the combined use of bonus height and transferred development rights. While this approach helps reduce potential visual impacts, the submitted shadow study (see Attachment 6) indicates that shadow impacts may occur on nearby properties during the winter months, including morning shading over Vogel Park.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

Applicant's Remark: The proposed plan provides the required loading spaces and has sufficient parking to serve the residents and guests of the building.

Staff Evaluation: Per Sec. 9.3C.2.c, the Project is recommended to provide 202 parking spaces, including guest parking. The Applicant is proposing to provide 201 spaces. Additionally, it is providing 3 loading spaces as required for developments exceeding 100,000 square feet of gross floor area.

(3) Provides sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

Applicant's Remark: The proposed plan meets all required setbacks, open space requirements, and landscaping standards. High quality landscaping is a focus of the design.

Staff Evaluation: The proposed site plan complies with the minimum setbacks, except for those previously approved by the Village Commission to vary from the standards of Sec. 8.10.D.4.b of the ULDC. The site plan provides and exceeds the minimum required pervious areas, open space and landscaping requirements.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

Applicant's Remark: As demonstrated by the Applicant's submitted materials, the proposed development can be accommodated by the Village's existing infrastructure.

Staff Evaluation: The Applicant has submitted a traffic impact analysis indicating that the Project will generate minimal new trips and will not materially impact current levels of service. Staff recommends that the Applicant update the traffic assessment at the time of building permit application to confirm compliance with concurrency requirements.

Additionally, the Applicant will be required to coordinate with Miami-Dade County Traffic Engineering and the Village to implement any recommended mitigation measures, including adjustments to signal timing at the junction of 79th Street Causeway and Harbor Island Drive, to maintain acceptable traffic operations.

9. Compliance with Unified Land Development Code

The Project was reviewed based on the requirements of Section 8.10.D – RM-70 High Density Multiple Family Residential District of the ULDC and supplementary regulations. The following Tables provide a breakdown of each standard and compare what is required and provided by the proposed development.

SITE DEVELOPMENT STANDARDS		
	Required	**Proposed**
Lot Side and Setbacks		
Min. lot size	11,200 sq. ft.	45,371 sq. ft. (1.04 Ac)
Min. frontage	80 ft.	420' – Irregular
Front setback	25 ft.	25'-1"
Rear / waterfront setback	25 ft.	North: 0'-11" (variance) South: 25'-1"
One side (interior) setback	15 ft.	15'-1"
Second side (interior) setback	20% of lot width, but no less than 20 ft. 420 x 20% = 84 ft	84'-1"
Min. combined side setback area	30 ft.	99'-2"
Balcony encroachment (exterior)	Up to 25% of side setback 15 x 25% = 2.25 ft	Less or equal to 4'
Maximum Density		
Base density	70 DU/Ac 70 x 1.04 = 72.9 DU	94 DU including 22 previously acquired and transferred development rights
TDR	72.9 + 30% = 94 DU	
Maximum Height		
Base height	150 ft.	150 ft.
Height bonus	Up to 90 ft	40 ft (on top of previous 40-ft bonus)
TDR bonus	Up to 30% of total height	69 feet (30% of 230)
Total	Max 312 ft	298 feet-8 inches (26 stories)
Pervious Area		
Lot area	30% of lot area 45,371 x 30% = 13,611 sq. ft	18,217 sf (including 4,926 sf of permeable paver drive aisle)
Front yard	30% of front yard area FY area: 10,717 sq. ft. 10,717 x 30% = 3,215 sq. ft.	3,893 sq. ft.
Green Space		

Landscaped green space	20% of lot area 45,371 x 20% = 9,074.2 sq. ft	13,292 sq. ft
Front yard	30% of front yard area 10,717 x 20% = 2,143.4 sq. ft.	24,435 sq. ft.

DENSITY AND FLOOR AREA		
	Required	**Proposed**
Minimum Floor Area		
1 bedroom	750 sq. ft.	All units meet minimum Code requirements.
2 bedrooms	1,100 sq. ft.	
3 bedrooms or larger	1,300 sq. ft.	
Density		
Max. density	70 du/ac x 1.04 ac = 72.8 du	72 units
Transfer Development Rights (TDRs) – Sec. 8.13	70 upa(1) + 30% TDRs = 91 upa	22 previously transferred units
(1) Units per acre	**TOTAL UNITS**	94 units

PARKING AND LOADING			
Unit Mix	**Quantity**	**Recommended Parking**	**Provided Parking**
1 bedroom	20	1.25 parking spaces / unit 1.25 x 20 = 25 ps	25
2 bedrooms	29	1.75 px / unit 1.75 x 29 = 50.75 ps	51
3 bedrooms	35	2.25 ps / unit 2.25 x 35 = 78.75 ps	79
4 bedrooms	10	2.75 ps / unit 2.75 x 10 = 27.5 ps	28
Guest Parking		Max. 10% of total spaces 182 x 10% = 18.2 ps	18
Total	**94 DU**	**202 parking spaces**	**201 parking spaces**
Bicycle parking spaces		1 space / 5 DU 94 / 5 = 18.8 = 19 spaces	46 spaces
Loading spaces		3 loading spaces for gross floor area over 100,000 sq. ft	Three (3) large truck loading spaces (12' x 30') provided.
ADA parking spaces		6 ps	6 ps
Electric vehicle charging stations (EVCS)		Level 2 charging: 10% of parking spaces provided 202 x 10% = 18.7 = 19 Level 2 EVCS Level 3 charging: 2 L3 EVCS when 60+ ps(1). 1 L3 EVCS for every additional 60 ps provided(2)	48 EVCS

	$2^{(1)} + 2^{(2)} = 4$ Level 3 EVCS	
EVCS – guests	10% of guest parking 18 ps x 10% = 1.8 = 2 spaces	At least 3 spaces on ground floor

ADDITIONAL FEATURES AND REQUIREMENTS	
Standard / Requirement	**Proposed**
Permeable materials for *all* exterior paving surfaces, except for covered parking garages.	Specifications for all pervious surfaces, including driveways and southern walkway, to be provided at building permit.
Artwork and art installations shall be provided in the front and within the Island Walk	Preliminary on-site artwork locations shown; final type, dimensions, and specifications to be provided at building permit.
Landscape requirements	Subject to Landscape Architect review See comment 8, below
Furniture, lighting, and pedestrian amenities along the Island Walk	Lighting provided along front; final photometric plan required at building permit.
The parking garage shall be screened from the public view with an architectural feature	North, south, west: Aluminum slat screened façade East: Aluminum slat screened façade and vertical garden wall system
Lighting shall be provided in all areas in the front of the development where trees are planted	Lighting provided along front; final photometric plan required at building permit.
Properties developed pursuant to TDRs shall achieve at least 30 Green Building and Design Points	All points and notes have been updated; LID/Green infrastructure and SITES documentation to be submitted at building permit.
Landscaped green space shall be used to delineate structures, garages, driveways, sidewalks, walkways, utilities, and/or easements	Provided
Building form shall be varied to avoid monotony but shall be sensitive to the profiles of adjacent buildings	Provided
At least 30% of the ground level front façade shall contain opening/transparency (e.g., windows, doors, porches, porticoes, colonnades)	Calculation not provided, but compliant
Main entries shall be prominent, oriented to the streets, and rendered in appropriate scale relative to adjacent buildings	Provided

GREEN BUILDING PROGRAM		
Standard / Requirement	**Points**	**Comment**

Electric vehicle charging stations (EVCS)	4	1 point for each EVCS installed above the baseline number required pursuant to § 8.23.A and B, not to exceed a maximum of 4 points.
White roof – cool roof	4	Low-sloped roofs shall provide an initial SRI of 82 and 3-year aged SRI of 64. See comment 11.b, below
Cool pavement	4	1 point for each EVCS installed above the baseline number required pursuant to § 8.23.A and B, not to exceed a maximum of 4 points.
Enhanced hurricane resistant structure	4	Meet a wind load 20 mph greater than Florida Building Code requirements
LID/Green infrastructure	4	Demonstrate efficacy of the system and provide maintenance plan
SITES certification for landscape	4	Full SITES certification documentation to be submitted at building permit to confirm compliance.
100% native plants in landscaping	4	100% Miami-Dade County native vegetation
Florida Friendly landscape recognition (Gold)	4	Demonstrate adherence to the 9 principles and requirements of the Florida Friendly Landscaping TM Program
Pollinator garden	2	Wildlife Habitat Certification from the National Wildlife Federation, Pollinator Steward Certification from the Pollinator Partnership, or similar program
EnergyStar rating for all appliances and equipment	4	All appliances/equipment associated with the building are EnergyStar rated
High-efficacy lighting	4	At least 90% of all building lighting shall be high efficacy.
Lighting control – interior	2	Interior lighting controls with dimmers or sensors
Lighting control – exterior	2	Exterior lighting controls with automatic shut-off when daylight is present
Total Proposed	**46**	
Total Required	**30[(1)]**	
[(1)] Per Sec. 8.10.D.5.h, properties developed pursuant to a transfer of development rights pursuant to Section 8.13 shall be required to achieve at least thirty (30) green building and design points pursuant to the standards of Section 8.21		

10. Recommendations

Staff finds that the proposed project modifications are consistent with the policies of the NBV100 Comprehensive Plan and the pillars and strategies of the NBV100 Master Plan. In addition, the modified project substantially meets the Site Plan approval criteria and the provisions of the ULDC in effect at the time of application.

Based on the above findings, Staff recommends approval of the requested Site Plan Modification, subject to the conditions listed in the next section. Further, approval of the Site Plan Modification is contingent on the approval of the proposed Tentative Plat.

On March 31, 2026, the Planning and Zoning Board voted unanimously to recommend approval. During the discussion, the Board recommended that the applicant replace the asphalt material used for the on-street parking spaces adjacent to the subject property with pavers or comparable decorative surface.

Approval of this Site Plan Modification shall not indicate or imply approval of working drawings (plans) and specifications required for building permits. All conditions shall be met as stated.

11. 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 amended 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 the Applicant has made good-faith efforts to seek a Master Building Permit (together, the initial two-year term and any subsequent extension granted by the Village Commission shall constitute the “Project Validity Period”). A request for extension must be filed with the Village at least thirty (30) days prior to the expiration 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 expiration of the Site Plan Approval, unless otherwise provided by applicable law. Any Development Agreement associated with the Project shall be governed by its own terms with respect to effectiveness, amendment, and termination.

3. Cost recovery charges shall be paid pursuant to Section 5.12 of the Unified Land Development Code. No building permit or Certificate of Occupancy shall be issued for the Property until all application fees, cost recovery deposits, and any outstanding fees or fines related to the Property have been paid in full.

4. The Site Plan shall incorporate and be developed in substantial conformance with the following documents:

A. ALTA/NSPS survey prepared by Ford Armenteros & Fernandez, Inc. dated January 27, 2025 and updated February 24, 2025.
B. Architectural plans prepared by Garcia Stromberg Architects P.A., digitally sealed by Peter Stromberg, R.A., on 03/09/2026.
C. Landscape Plans prepared by Hitchcock Design Group, digitally sealed by Aaron C. Elswick, R.L.A. and dated 03/09.2026 (3rd revision)
E. Civil Engineering plans prepared by Kimley-Horn, digitally sealed digitally by Matthew J. Moro, P.E. on 03/03/2026.
F. Traffic Study by NV5, prepared by John Karnowski, P.E. and dated 03/09/2026.

5. Approval of this Site Plan does not constitute approval of construction documents. Separate review and approval of all required building permits and construction plans shall be required prior to commencement of construction.

6. Regulatory Compliance: The Project shall be developed in compliance with all applicable provisions of the Unified Land Development Code, the amended Development Agreement, and all other applicable Village, County, State, and Federal regulations.

7. Unified Project: The Property shall be developed as a single unified project consistent with this approval. No division of development approvals, parking, access, density, or height allocations shall occur except as expressly approved by the Village.

8. Height Bonus: The maximum base height in the RM-70 zoning district is 150 feet. An additional 40 feet of additional height were previously purchased pursuant to the provisions of Sec. 8.12 of the ULDC. The Applicant requests approval for an additional 40 feet of bonus height concurrent with the Site Plan review, which will result in a maximum building height of 230 feet, not including additional height gained from the transfer of development rights per Sections 8.12. and 8.13 of the ULDC (as amended), which shall not exceed 30% of the maximum permitted height of 230 feet, with bonus (see below).

9. Bonus Height Associate with Previously Density Rights Transfer: A total of 22 density right units were transferred to the property in 2023 in connection with the previous Site Plan approval. Approximately 49 feet of height bonus associated with the TDR purchase were included to accommodate the transferred density. The Applicant seeks to replace the previous calculation based on the modified Project's height, requesting 69 feet of TDR-related height bonus instead of 49 feet, for a total building height of 298 feet and 8 inches.

Prior to issuance of a Master Building Permit

1. Development Agreement: Prior to issuance of a Master Building Permit, the Applicant shall record an amended Development Agreement in a form acceptable to the Village Attorney. Prior to recordation, the Village Attorney shall review and confirm that the amended Development Agreement is internally consistent and accurately reflects the approved Site Plan, including correction of all references to building height and parking to reflect a single maximum building height of 298 feet 8 inches (298'-8") to the roof deck and parking provided as shown on the approved Site Plan (201 parking spaces).

2. Community Contribution Fees: Terms of payment of related community contribution fees for the additional height shall be in accordance with the provisions of Sec. 8.12 of the ULDC and the Development Agreement. No building permit shall be issued by the Village until all community contribution fees have been paid.

3. Coordinated Plans: The Applicant shall revise plans to ensure full consistency between the architectural, landscape, and civil engineering sets. Any discrepancies in site layout, paving, or sign placement between these documents shall be resolved prior to final approval or issuance of construction permits.

4. Landscape and Public Realm:
   a. Permeable Paving System Specifications. The Applicant shall submit full material specifications and construction details for all proposed permeable paving systems, including but not limited to the drive aisle and southern walkway. Specifications shall demonstrate compliance with porosity, stabilized base design, and infiltration performance requirements and shall be subject to review and approval by the Director of Public Works, or designee.
   b. 3. Artwork – Final Details and Location. The Applicant shall submit final details for all proposed on-site artwork, including type, dimensions, materials, massing, and exact locations. Artwork shall be located entirely within the subject property. Island Walk artwork is not required for this project.
   c. Landscape Lighting Photometric Plan. The Applicant shall submit a photometric lighting plan prepared by a Registered Architect or Engineer demonstrating that lighting is provided in all areas in the front of the development where trees are planted and that lighting levels and placement are appropriate and compliant. Exterior lighting shall be of the cutoff type, shielded and directed away from adjacent properties and streets.
   d. Screening. 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 screening, walls, hedges, fences or opaque gates.
   e. Walls, Hedges, Fences and Gates. Walls, hedges and fences 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.
   f. Visibility Triangles. No objects, trees, or vehicles above 2.5 ft shall be allowed within the sight triangle.

5. Green Building and Site Design:
   a. Green Building Program. The Applicant shall attain no less than 46 points from the North Bay Village Green Building Program.
   b. Specifications and Documentation. The Applicant shall submit sufficiently detailed documentation at the building permit stage to satisfactorily demonstrate that the green building features and techniques integrated into the proposed design comply with the minimum criteria and requirements of Sec. 8.21 of the ULDC.
   c. Green Infrastructure / LID Maintenance Plan. The Applicant shall submit a comprehensive maintenance plan for all proposed Low Impact Development (LID) and green infrastructure features to ensure proper long-term operation and compliance, consistent with Sec. 8.21 of the ULDC.

d. SITES Certification Documentation. The Applicant shall submit full SITES certification documentation demonstrating compliance with the applicable sustainability standards, as reflected in the approved Green Building Program chart.
e. EVCS, Lighting, and Energy Compliance Confirmation. Prior to issuance of a Master Building Permit, the Applicant shall submit confirmation documentation demonstrating compliance with all Green Building Program commitments, including but not limited to:

   i. Electric Vehicle Charging Stations (EVCS);
   ii. High-efficacy lighting requirements;
   iii. Interior and exterior lighting control requirements; and
   iv. EnergyStar ratings for all appliances and equipment.

6. Civil Engineering and Drainage Plans:
   a. The Applicant shall submit final civil engineering, grading, drainage, and utility plans, signed and sealed by the Engineer of Record, demonstrating compliance with Village and County requirements.
   b. The Applicant shall provide a signed and sealed drainage report prepared by the Engineer of Record indicating the method of control of stormwater and groundwater, including the method of drainage, existing water elevations, recurring high-water elevations, proposed design water elevations, drainage structures, canals, ditches and other pertinent information associated with the system.
   c. To the extent the Property's area allows under generally accepted engineering standards, the Applicant shall install additional injection wells to meet stormwater retention calculations based on the updated NOAA Atlas 14 data set.

7. Parking, Traffic and Circulation:
   a. Provide a parking table that breaks down parking by type (i.e., standard, ADA, compact, EV) and provides the number of each type of parking.
   b. Revise the floor plans and parking table to reflect a requirement of 7 ADA stalls.
   c. Ensure the plans provide typical dimensions on each floor for each type of parking space.
   d. Submit an auto-turn exhibit for the loading area on the south side of the ground floor demonstrating that the largest design vehicle can navigate all site turns at slow speeds (less than 5 mph) with a minimum 1-foot physical clearance between the maximum swept path envelope (including vehicle body and trailer overhang) and any permanent structure, wall, or curbing.
   e. Demonstrate that all proposed landscaping near the drainage outfall will not create long-term structural or hydraulic interference with the pipe. Detailed specifications for root protection/barriers shall be submitted to the City Engineer for approval, and a note added prohibiting woody vegetation within the pipe easement.
   f. Remove stop bars, stop signs, and associated traffic control devices located within the public Right-of-Way (ROW) from the plans. Internal stop bars and stop signs shall remain but shall be placed outside of internal intersections to ensure safe maneuvering and visibility, complying with MUTCD guidelines.
   g. Provide a narrative clarifying the details of the proposed operation to collect and transfer the trash dumpster from the proposed location to the loading and trash pick-up, including ensuring that garbage collection occurs during off-peak hours.

h. Update the traffic assessment at the time of building permit application to confirm compliance with concurrency requirements.
i. Submit a valet operations plan and documentation confirming that the valet service will be provided on a continuous, permanent basis.
j. Coordinate with Miami-Dade County Traffic Engineering and the Village to develop modified and acceptable signal timing plans for the junction of 79th Street Causeway and Harbor Island Drive to ensure the effectiveness of the proposed signal timing optimization.

8. Outside Agency Approvals. Prior to issuance of a Master Building Permit, the Applicant shall obtain and submit to North Bay Village all required approvals from agencies having jurisdiction, including but not limited to Miami-Dade County Water and Sewer Department (WASD), Department of Environmental Resources Management (DERM), and Miami-Dade County Fire Rescue. Approval of the adequacy of the proposed non-entering access strategy is subject to approval by MDC Fire Rescue.

9. Construction Staging and Management Plan. The Applicant shall submit an MOT as well as a detailed construction staging and management plan for the duration of construction, addressing, at a minimum: materials' storage; construction hours; worker parking; truck routing; crane staging; utility access; pedestrian safety; materials storage; stormwater, erosion and sedimentation controls; temporary construction signage; and/or additional measures to minimize impacts from noise, dust, and traffic to surrounding properties.

Other

1. All signage shall comply with the provisions of Chapter 11 of the ULDC.

2. A Business Tax Receipt for the valet service shall be renewed annually in a timely manner.

3. All amounts of any kind due to the Village in connection with the Project shall be paid prior to the issuance of a Certificate of Occupancy.

12. Attachments

Attachment 1 - Letter of Intent
Attachment 2 - ALTA/NSPS Survey
Attachment 3 - Architectural Plans
Attachment 4 - Landscape Plans
Attachment 5 - Civil Engineering Plans
Attachment 6 - Traffic Study
Attachment 7 - Developer Information
Attachment 8 - Ownership Information (Warranty Deed)

Note: The Site Plan application package is kept on file and is available by request to the Village Clerk's office.

BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES
ZONING, LAND USE AND
ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131
www.brzoninglaw.com
305.377.6229 office
305.377.6222 fax

VIA ELECTRONIC SUBMITTAL

October 12, 2025

Silvia E. Vargas, FAICP, LEED AP
Village Planner
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: **Amended** Letter of Intent for Site Plan, Modification to Development Agreement, and Tentative Plat Approval for the "El-Ad North Bay Village" Development Located at Approximately 7913 West Drive, North Bay Village, Florida (Folio number 23-3209-001-0013).

Dear Ms. Vargas:

This law firm represents EL-AD NBV, LLC (the "Applicant"), the owner of the property located at approximately 7913 West Drive in the City of North Bay Village (the "Village") and identified by Miami-Dade County Folio No. 23-3209-001-0013 (the "Property"). Please consider this the Applicant's letter of intent in support of its application for a site plan approval, modification to the existing development agreement, and tentative plat approval and to allow for a low impact and high quality residential development on the Property.

The Property. The Property is located on the east side of West Drive. The Property is approximately 45,371 square feet (1.04 acres) in size and is currently a parking lot. The Property is separated from Biscayne Bay by an approximately 40-foot strip of land belonging to the adjacent "360" condominium parcel. The 40-foot strip of the adjacent parcel separates the Property from Biscayne Bay and provides a public access easement as required by Section 8.10(D)(4)(g) of the ULDC.

Land Use. According to the City of North Bay Village Future Land Use Map, the Property is designated "High Density Multi-Family Residential." The "High Density Multi-Family Residential" land use designation permits up to 70 dwelling units per acre before permitted transfers of development rights (discussed below).

Zoning. The property is zoned "RM-70" according to the North Bay Village Zoning Map. The RM-70 zoning district permits multi-family residential dwellings; management offices within structures containing eight (8) or more dwelling units or guest rooms; and office retail and service commercial facilities of an ancillary nature within structures containing at least 100 dwelling units or guest rooms, subject to certain conditions.

Marina View Project. In 2022 and 2023, the former owner of the Property processed a series of applications with the Village seeking the necessary approvals for a residential building, known as the "Marina View" Project. Those approvals are as follows:

1. Setback variance approval for the rear setback – Resolution 2022-058.
2. Site plan approval – Resolution 2023-163.
3. Parking variance approval – Resolution 2023-162.
4. Development Agreement approval – Resolution 2023-165.

The combination of the above was necessary to entitle the Marina View Project under the Village's ULDC. First, the rear setback variance was required to allow the building to be located closer to the forty (40) foot strip of land to the east owned by the adjacent condominium. Second, the site plan approval was required to be issued by the Village Commission due to the size of the Project. Third, the owner needed to vary the then-applicable parking standards to allow for a reduction in parking. Finally, the Village approved a Development Agreement under Section 8.15 of the ULDC, which requires such agreements to accompany any site plan application that seeks either additional density or height; the Marina View Project utilized both a height bonus and the purchase of TDRs.[1]

Proposed "El-Ad North Bay Village" Development. The proposed "El-Ad North Bay Village" development contemplates up to ninety-four (94) residential units (the same as the approved plan) in a twenty-six (26) story building with an integrated parking pedestal. The plan has been designed to be consistent with the Comprehensive Plan and the RM-70 zoning designation. All units within the building are large, family-oriented, spaces, with the smallest unit size being approximately 1,158 square feet in size. The current unit breakdown is twenty (20) one-bedroom units, twenty-nine (29) two-bedroom units, thirty-

[1] Development agreements entered into with the Village as part of the site plan review process are based on the Village's regulations and do not function as development agreements under Section 163.3221 et seq. of the Florida Statutes.

five (35) three-bedroom units, and four (4) four-bedroom units. Residents will have access to recreational amenities located at two levels.

The building has been oriented so that the tower element is located as far to the north as possible to both honor the Village's twenty (20) percent side setback requirement and limit the impact on residents of the "360" condominium.

Parking. The Applicant is proposing both valet and self-parking as part of the development. The valet service will be available at all times. The proposed parking on the site will be completely enclosed within the building pedestal, which has been designed to shield the view of parking from the public using an attractive screening system that alternates green screen and architectural elements.

The parking provided in the building will provide 1.98 spaces per unit, including the required ten percent (10%) guest parking.

Loading. The Applicant is proposing to include three (3) loading spaces in the design, consistent with the requirements of Section 9.4(B)(2) of the ULDC. All of the loading spaces meet the dimensional requirements of the ULDC.

Building Height. The Applicant is proposing a building height of 298'8" feet. In order to achieve the proposed height, the Applicant will rely on the following:

1. Bonus building height pursuant to Section 8.12 of the ULDC to allow for 230 feet instead of 150 feet. This will require a payment the relevant community contribution fee for 40 feet of bonus building height. The property has already paid for forty (40) feet of bonus height pursuant to the Development Agreement.

2. A 30% additional height available because of the use of TDRs in the project, resulting in a total of 298'8" feet (230 x 30% = 69 feet).

As you will note, the Applicant is not proposing to "maximize" height on the Property. The application of all available bonuses and TDR-based additional height would allow a potential 312 feet.

Green Building. All development using TDRs must obtain twenty-four (24) "green building and design points" under the "Green building development options and points" in Section 8.21 of the ULDC as opposed to the Code's typical requirement of eighteen

(18) points for multi-family development. The Applicant is committing to meeting and exceeding this requirement. The Applicant currently anticipates fifty-eight (58) points under the Village's system.

Proposed Amendment to Development Agreement. Attached to this letter is a draft of an Amendment to the recorded Development Agreement for the Property, making the changes necessary to accommodate the El-Ad North Bay Village development plan. The modest changes to the Development Agreement are the minimum necessary to implement the new plan.

Tentative Plat Request. The Property was platted as part of the original Harbor Island plat in 1949. The plat depicted a drainage easement running diagonally from the southwest portion of the Property to Biscayne Bay in the center of Harbor Island. This drainage easement would be located within the approved building footprint on the Property. The Applicant is therefore seeking approval of a tentative plat to remove the platted easement, which the Applicant proposes to replace with an easement instrument relocating the easement. The Applicant will bear all costs associated with the relocation of the easement.

Satisfaction of Required Site Plan Review Criteria. The Applicant's requests satisfy all required criteria as follows:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

The plan has been designed to buffer neighboring properties from the impacts of the use, most notably by locating green space on the south side adjacent to the "360" condominium parcel.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The proposed plan provides the required loading spaces and has sufficient parking to serve the residents and guests of the building.

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

The proposed plan meets all required setbacks, open space requirements, and landscaping standards. High quality landscaping is a focus of the design.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

As demonstrated by the Applicant's submitted materials, the proposed development can be accommodated by the Village's existing infrastructure.

Conclusion. We are excited to bring the El-Ad North Bay Village development to this part of the Village. We believe that the revised development plan improves the proposed design and functionality of the project. We therefore respectfully request your favorable review and recommendation. If you have any questions with regard to this request, please call me at 305-377-6229.

Sincerely,

Graham Penn

Q:\FORD COMPANIES\Engineering & Surveying\Survey\ALTA SURVEY\06A185-0364 S2 NBV LLC (ALTA SURVEY)\06A185-5800 S2 NBV LLC(ALTA SURVEY) 02-24-2025.dwg

TITLE REVIEW NOTES:

All the following documents listed under SCHEDULE B – SECTION II, Pursuant to Commitment of Title prepared by First American Title Insurance Company National Commercial Services, effective date January 17, 2025, at 7:30 A.M. Commitment No.: NCS-1246422-MIA, issuing Office File Number NCS-1246422-MIA, furnished by the client to the undersigned were reviewed to show any matters affecting the subject property.

LIST OF DOCUMENTS:

9. Lease Agreement dated December 1, 2021, as amended by that certain Amendment to Lease Agreement dated January 13, 2022 and that certain Second Amendment to Lease Agreement dated January 13, 2022 by and between S2 NBV, LLC, a Florida limited liability company and North Bay Village, Florida, a Florida municipal corporation, as landlord, and Orient Properties LLC, a Delaware limited liability company, as tenant thereunder, with no rights of first refusal or purchase options. (NOT SURVEY RELATED)

10. 10 foot easement, Dedication and Reservation shown on the Plot of Harbor Island, recorded in Plat Book 44, Page 72; as affected by Agreements by Sea Boy Corporation, a Florida corporation recorded in Book 3834, Page 184 Official Records.(AFFECTS, ANY PLOTTABLE ITEMS ARE SHOWN ON THE MAP OF SURVEY)

11. This item has been intentionally deleted.

12. This item has been intentionally deleted.

13. Terms and conditions of the Development Agreement between S2 NBV, LLC, a Florida limited liability company and North Bay Village, Florida, a Florida municipal corporation recorded in Book 34059, Page 4043 of Official Records. (AFFECTS NOT POTTABLE)

14. This item has been intentionally deleted.

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami-Dade County, Florida more particularly described as follows: Commencing at the S.W. corner of Lot 88, of the Northwesterly corner of Tract "A", as same are shown on a plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (poc) of a distance of 150.00 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (poc) of a with a the parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a the parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point; thence run Northerly along a 90° 00' 00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet; thence run Northerly along a line deflecting 90° 00' 00" to the left, said line being parallel to and 100.00 feet distance Southerly along a line deflecting 90° 00' 00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land hereinabove described.

Less and except a triangular piece of land in the Southeast Corner which was previously conveyed to The West Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 29861, at Page 246, of the Public Records of Miami Dade County, Florida, as the same may be amended or corrected.

SURVEYOR'S NOTES:

1) THE HEREIN CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE LEGAL DESCRIPTION AS SHOWN ON EXHIBIT "A", PURSUANT TO THE COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, EFFECTIVE DATE JANUARY 17, 2025, AT 7:30 AM, COMMITMENT NO. NCS-1246422-MIA, ISSUING OFFICE FILE NUMBER: NCS-1246422-MIA, FURNISHED BY THE CLIENT.

2) THE ACCURACY OBTAINED BY FIELD MEASUREMENT AND OFFICE CALCULATION OF A CLOSED GEOMETRIC FIGURE MEETS AND EXCEEDS 1 FOOT IN 10,000 FEET. THE CALCULATED VALUE OF A CLOSURE IN FEET OF PLUS OR MINUS 0.06 FEET TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES BETWEEN THE TWO CONTROL POINTS BEING TESTED.

3) ACCURACY: THE ACCURACY OBTAINED BY THIS SURVEY MAP WERE MEASURED TO AN ESTIMATED VERTICAL POSITION ACCURACY OF 1/10 OF A FOOT.

4) UNDERGROUND FOUNDATIONS AND/OR FOOTINGS, IF ANY, THAT MAY CROSS BEYOND THE BOUNDARY LINES OF THE SUBJECT PROPERTY LINTO ANY OTHER ADJACENT PROPERTY ARE NOT SHOWN HEREON.

5) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OF PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

6) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.

7) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON. CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.

8) AREA OF PROPERTY: 45,371.71 SQUARE FEET OR 1.04 ACRES MORE OR LESS.

9) OWNERSHIP SUBJECT TO OPINION OF TITLE.

10) TYPE OF SURVEY: ALTA/NSPS SURVEY.

11) NORTH ARROW DIRECTION AND BEARING SHOWN HEREON IS BASED ON ASSUMED MERIDIAN OF N89°12'47"E, ALONG THE CENTER LINE OF NORTH BAY CAUSEWAY AS SHOWN IN PLAT BOOK 44 PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

12) ELEVATIONS ARE BASED ON: NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29).

13) MIAMI-DADE BENCH MARK USED: CAUSE 2, ELEVATION= 16.89' (N.G.V.D.29) ~ 45' NORTH OF CENTER LINE OF MEDIAN; INTERSECTION: NORTH BAY CAUSEWAY (NEW) & WEST DRIVE (NEW); ~ 79.24' SOUTH, 150' EAST OF NORTH CENTER LINE OF US 41 & 0.4' BRASS DISC IN N.W. CORNER OF BRIDGE IN WEST END OF CONCRETE WALKWAY.

14) BENCH MARK USED: CAUSE 1, ELEVATION= 16.87' (N.G.V.D.29) BENCH MARK LOCATION: N.E. 79TH STREET (NORTH BAY CAUSEWAY) ~ 43' NORTH OF CENTER LINE PR NAIL AND ALUMINUM WASHER IN CONCRETE CATCH BASIN.

15) PROPERTY ADDRESS: WEST DRIVE, FLORIDA LOT, NORTH BAY VILLAGE, FLORIDA 33141

16) FLOOD ZONE: "AE" BASE FLOOD ELEV.= 8.0' (EST.)

17) FIELD BOOK: A 466, PG. 50~58

AS PER FEMA PANEL NUMBER: 12086C0306L (CITY OF NORTH BAY VILLAGE) DATE: SEPTEMBER 11, 2009.

18) THIS ALTA/NSPS SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTENDED TO ANY UNNAMED PARTY.

A. FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES
B. VALLEY NATIONAL BANK
C. EL-AD NATIONAL PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

PROJECT NO.: 06A185-5800

17) FIELD BOOK: A 466, PG. 50~58

DATA COLLECTION FILE: 360 POINTS.TXT

18) THIS MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT A SCALES OF ONE INCH EQUALS 20 FEET OR SMALLER.

19) THE SUBJECT PROPERTY HAS DIRECT ACCESS TO WEST DRIVE, BEING PUBLIC DEDICATED RIGHT-OF-WAYS, WITH NO GAPS, GORE OR OVERLAP.

20) NO FIELD DELINEATION OF WETLANDS WERE OBSERVED AT THE TIME OF THIS SURVEY.

21) ALL PARCELS SHOWN HEREON ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARIES, WITH NO GAPS, GORES OR OVERLAPS.

22) SUBJECT PROPERTY SHOWN ON MAP OF SURVEY IS THE SAME AS THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY THE CLIENT.

23) THERE WAS NO EVIDENCE OBSERVED AT THE SUBJECT PROPERTY OF USE AS A CEMETERY OR BURIAL GROUND.

24) THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

25) THERE ARE NO PROPOSED CHANGED IN STREET RIGHT OF WAY; THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTIONS OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

SURVEYOR'S CERTIFICATE:

CERTIFIED TO: FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, VALLEY NATIONAL BANK & EL-AD NATIONAL PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), (B)(1), 8, 9, 10(A), 11, 13, 14, 16, 17, 18 & 19 OF TABLE A THEREOF.

I FURTHER CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.051 (FORMERLY 61G17-6) FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THE FIELD WORK WAS COMPLETED ON JANUARY 27TH, 2025.

DATE OF PLAT OR MAP: JANUARY 27TH, 2025.

FORD, ARMENTEROS & FERNANDEZ, INC., LB6557
Original Field Work Survey Date: January 27th, 2025
Original Field Work Survey Completion Date: January 27th, 2025
Revision 1: Update Title Survey February 24th, 2025
Revision 2:
Revision 3:

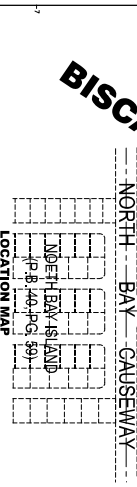
Digitally signed by Omar Armenteros
Date: 2025.02.25 12:10:56 -05'00'

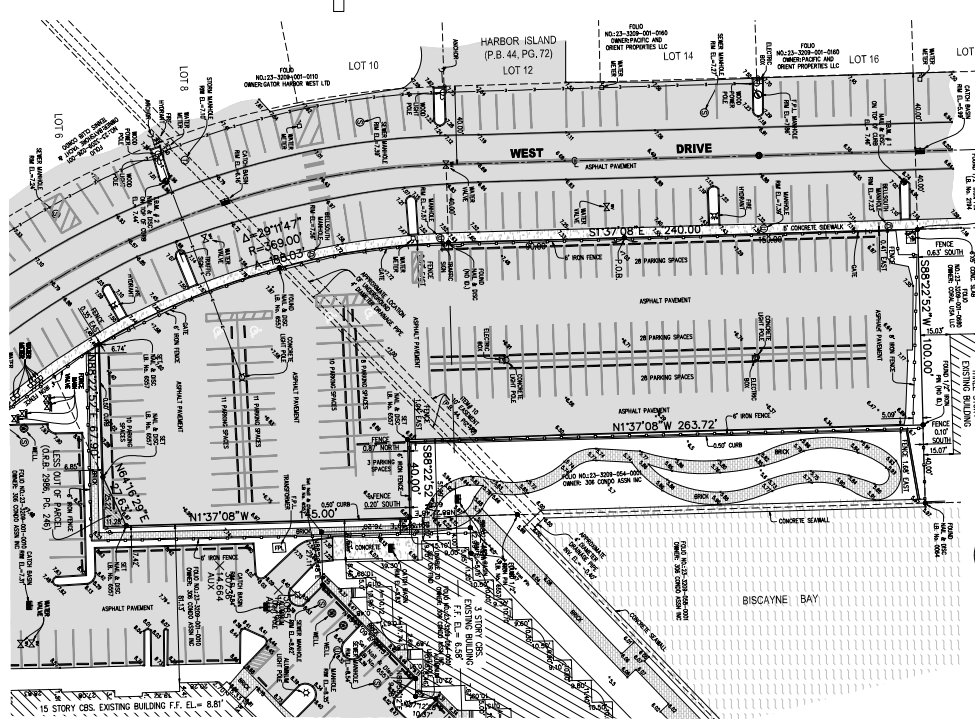
By: Omar Armenteros, P.S.M. For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.3679

SYMBOL LEGEND

ABBREVIATION	SYMBOL	DEFINITION
ALUM. LT. POLE		ALUMINUM LIGHT POLE
BELL BOX		BELLSOUTH MANHOLE
BENCHMARK		BELLSOUTH TELEPHONE BOX
C.M.E.		CABLE BOX
CATCHBASIN		CATCHBASIN
CHAIN LINK FENCE		CHAIN LINK FENCE
CLEAN OUT VALVE		CLEAN OUT VALVE
CONCRETE		CONCRETE
CONCRETE LIGHT POLE		CONCRETE LIGHT POLE
CONCRETE POWER POLE		CONCRETE POWER POLE
CONCRETE TRAFFIC POLE		CONCRETE TRAFFIC POLE
CONTROL VALVE		CONTROL VALVE
CURB INLET		CURB INLET
DRAIN MANHOLE		DRAIN MANHOLE
DRAIN PIPE		DRAIN PIPE
ELECTRIC BOX		ELECTRIC BOX
ELECTRIC MH		ELECTRIC MH
ELECTRIC MH (RECTANGULAR)		ELECTRIC MH (RECTANGULAR)
ELECTRIC METER		ELECTRIC METER
ELEVATION (PROPOSED)		ELEVATION (PROPOSED)
FIRE HYDRANT		FIRE HYDRANT
FLOOD LIGHT		FLOOD LIGHT
FOUND MONUMENT AS NOTED		FOUND MONUMENT AS NOTED
GAS MANHOLE		GAS MANHOLE
GAS METER		GAS METER
GAS VALVE		GAS VALVE
GUARD POST		GUARD POST
IRON FENCE		IRON FENCE
LIGHT POLE		LIGHT POLE
MAIN SEWER VALVE		MAIN SEWER VALVE
MAIL BOX		MAIL BOX
MANHOLE		MANHOLE
MONUMENT		MONUMENT
NAIL AND DISC		NAIL AND DISC
SIGN / MISC.		SIGN / MISC.
PALM TREE		PALM TREE
PLAT BOOK		PLAT BOOK
PERMANENT CONTROL POINT		PERMANENT CONTROL POINT
POINT OF BEGINNING		POINT OF BEGINNING
POINT OF COMMENCEMENT		POINT OF COMMENCEMENT
POWER MAN HOLE		POWER MAN HOLE
POWER POLE		POWER POLE
PROPERTY LINE		PROPERTY LINE
RAILROAD SIGNAL		RAILROAD SIGNAL
REINFORCED CONCRETE PIPE		REINFORCED CONCRETE PIPE
SECTION		SECTION
SECTION CORNER		SECTION CORNER
SEWER MANHOLE		SEWER MANHOLE
SPRINKLER VALVE		SPRINKLER VALVE
STREET LIGHT		STREET LIGHT
TELEPHONE BOX		TELEPHONE BOX
TELEPHONE MANHOLE		TELEPHONE MANHOLE
TRAFFIC SIGNAL BOX		TRAFFIC SIGNAL BOX
UTILITY EASEMENT		UTILITY EASEMENT
VALVE		VALVE
WATER METER		WATER METER
WELL		WELL
WOOD FENCE		WOOD FENCE
WOOD POWER POLE		WOOD POWER POLE
ASPHALT		ASPHALT
BRICK		BRICK
CONCRETE		CONCRETE
TILE		TILE

LOCATION MAP
(NOT TO SCALE)





GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

RECORD OF REVISION				
No.	DATE	DESCRIPTION	BY	APP.
1	02-24-25	UPDATE ALTA SURVEY	BY	APP.

El-Ad National Properties, LLC.

TYPE OF PROJECT:	ALTA/NSPS SURVEY
SHEET NAME:	LOCATION MAP, SURVEYOR'S NOTES LEGAL DESCRIPTION, SKETCH OF SURVEY AND SYMBOL LEGEND
CLIENT:	El-Ad National Properties, LLC.
CLIENT ADDRESS:	18851 N.E. 29th Avenue, Suite 1011 Miami, Florida 33180
PROJECT LOCATION:	SECTIONS 5 & 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST MIAMI-DADE COUNTY, FLORIDA.

SCALE: AS SHOWN
DRAWN BY: E.D.
CHK. SCALED BY:
QUALITY CONTROL:
DATE: JANUARY 27 2025
PROJECT NO.: 06A185-5800
SHEET: 1 OF 1 SHEETS

FORD, ARMENTEROS & FERNANDEZ, INC.
1550 NW 14th AVENUE, 2nd FLOOR
CORAL GABLES, FLORIDA 33172
PH. (305) 670-1666
FAX (305) 670-1665
L.B. No. 6557

"NOTICE: THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES."

ELAD NORTH BAY VILLAGE
RESIDENCES

LEGAL DESCRIPTION

FOLIO: 23-3209-001-2013

TITLE LEGAL DESCRIPTION:
A PORTION OF TRACT 'A', HARBOR ISLAND, ACCORDING TO THE THEREOF AS RECORDED IN PLAT BOOK 44, AT PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH-WESTERLY CORNER OF LOT 88, OR THE NORTH-WESTERLY CORNER OF TRACT 'A' AS SAME ARE SHOWN ON A PLAT ENTITLED HARBOR ISLAND, AS RECORDED IN PLAT BOOK 44, AT PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN SOUTHERLY ALONG THE SOUTHERLY PRODUCTION OF THE WESTERLY LINE OF SAID LOT 88 OR THE WESTERLY LINE OF TRACT 'A' AS SHOWN ON THE AFORESAID PLAT, A DISTANCE OF 150.20 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE SOUTHERLY ALONG THE EASTERLY LINE OF WEST DRIVE OR THE WESTERLY LINE OF SAID TRACT 'A', A DISTANCE OF 90.00 FEET TO THE POINT OF CURVATURE (PC) OF A CIRCULAR CURVE, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE LEFT HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 29°17'47", A RADIUS OF 389.00 FEET, A DISTANCE OF 198.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE LAST MENTIONED ARC WITH A LINE PARALLEL TO AND 420.00 FEET DISTANT SOUTHERLY FROM THE SOUTHERLY LINE OF SAID LOT 88; THENCE RUN EASTERLY ALONG A LINE PARALLEL TO AND 420 FEET DISTANT SOUTHERLY FROM THE SOUTHERLY LINE OF LOT 88 A DISTANCE OF 60.89 FEET TO A POINT THENCE RUN NORTHERLY ALONG A LINE DEFLECTING 90°00'00" TO THE LEFT, SAID LINE BEING PARALLEL TO AND 140.00 FEET DISTANT EASTERLY FROM THE EASTERLY LINE OF SAID WEST DRIVE, OR THE WESTERLY LINE OF SAID TRACT 'A' PRODUCED SOUTHERLY, A DISTANCE OF 156.28 FEET TO A POINT, THENCE RUN ALONG A LINE DEFLECTING 90°00'00" TO THE LEFT, SAID LINE BEING PARALLEL TO AND 265.72 FEET DISTANT SOUTHERLY FROM THE SOUTHERLY LINE OF SAID LOT 88, A DISTANCE OF 40.00 FEET, THENCE RUN NORTHERLY ALONG A LINE DEFLECTING 90°00'00" TO THE RIGHT ALONG A LINE PARALLEL TO AND 100.00 FEET DISTANCE EASTERLY FROM THE EASTERLY LINE OF WEST DRIVE, OR THE WESTERLY LINE OF SAID TRACT 'A', A DISTANCE OF 265.72 FEET TO A POINT, THENCE RUN WESTERLY ALONG A LINE DEFLECTING 90°00'00" TO THE LEFT, SAID LINE BEING THE SOUTHERLY LINE OF SAID LOT 88, A DISTANCE OF 100.00 FEET, THENCE RUN SOUTHERLY ALONG A LINE DEFLECTING 90°00'00" TO THE LEFT, SAID LINE BEING THE EASTERLY LINE OF WEST DRIVE, OR THE WESTERLY LINE OF SAID TRACT 'A', A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED.

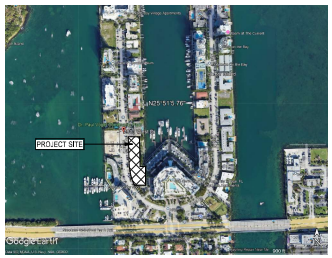
LESS AND EXCEPT A TRIANGULAR PIECE OF LAND IN THE SOUTHEAST CORNER WHICH WAS PREVIOUSLY CONVEYED TO THE WOLF CORP., A DELAWARE CORPORATION BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 2985, PAGE 246, OF THE PUBLIC RECORDS OF MIAMIDADE COUNTY, FLORIDA, AS THE SAME MAY BE AMENDED OR CORRECTED.

NOTE:
THE PROPOSED WORK HAS BEEN DESIGNED IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, AND VILLAGE CODES AND REGULATIONS HAVING JURISDICTION. IF ANY DISCREPANCIES EXIST BETWEEN THE PLANS/SPECIFICATIONS PREPARED BY THE DESIGNER AND THE VILLAGE CODE AND/OR THE VILLAGE STANDARD DETAILS, THE LATTER SHALL GOVERN OR THE MOST STRINGENT

UNIT AREA SUMMARY

TYPE	UNIT #	AREA
Level 8		
UNIT	801	1,280 SF
UNIT	802	1,395 SF
UNIT	803	2,690 SF
UNIT	804	2,909 SF
UNIT	805	2,983 SF
UNIT	806	1,812 SF
UNIT	807	1,711 SF
		14,780 SF
Level 9		
UNIT	901	1,280 SF
UNIT	902	1,395 SF
UNIT	903	2,690 SF
UNIT	904	2,909 SF
UNIT	905	2,983 SF
UNIT	906	1,812 SF
UNIT	907	1,711 SF
		14,780 SF
Level 10		
UNIT	1001	1,280 SF
UNIT	1002	1,395 SF
UNIT	1003	2,690 SF
UNIT	1004	2,909 SF
UNIT	1005	2,983 SF
UNIT	1006	1,812 SF
UNIT	1007	1,711 SF
		14,780 SF
Level 11		
UNIT	1101	1,280 SF
UNIT	1102	1,395 SF
UNIT	1103	2,690 SF
UNIT	1104	2,909 SF
UNIT	1105	2,983 SF
UNIT	1106	1,812 SF
UNIT	1107	1,711 SF
		14,780 SF
Level 12		
UNIT	1201	1,280 SF
UNIT	1202	1,395 SF
UNIT	1203	2,690 SF
UNIT	1204	2,909 SF
UNIT	1205	2,983 SF
UNIT	1206	1,812 SF
UNIT	1207	1,711 SF
		14,780 SF
Level 13		
UNIT	1301	2,682 SF
UNIT	1302	2,692 SF
UNIT	1303	2,907 SF
UNIT	1304	2,981 SF
UNIT	1305	3,523 SF
		14,784 SF
Level 14		
UNIT	1401	2,682 SF
UNIT	1402	2,692 SF
UNIT	1403	2,907 SF
UNIT	1404	2,981 SF
UNIT	1405	3,523 SF
		14,784 SF
Level 15		
UNIT	1501	2,682 SF
UNIT	1502	2,692 SF
UNIT	1503	2,907 SF
UNIT	1504	2,981 SF
UNIT	1505	3,523 SF
		14,784 SF

TYPE	UNIT #	AREA
Level 16		
UNIT	1601	2,682 SF
UNIT	1602	2,692 SF
UNIT	1603	2,907 SF
UNIT	1604	2,981 SF
UNIT	1605	3,523 SF
		14,784 SF
Level 17		
UNIT	1701	2,682 SF
UNIT	1702	2,692 SF
UNIT	1703	2,907 SF
UNIT	1704	2,981 SF
UNIT	1705	3,523 SF
		14,784 SF
Level 18		
UNIT	1801	2,682 SF
UNIT	1802	2,692 SF
UNIT	1803	2,907 SF
UNIT	1804	2,981 SF
UNIT	1805	3,523 SF
		14,784 SF
Level 19		
UNIT	1901	2,682 SF
UNIT	1902	2,692 SF
UNIT	1903	2,907 SF
UNIT	1904	2,981 SF
UNIT	1905	3,523 SF
		14,784 SF
Level 20		
UNIT	2001	2,683 SF
UNIT	2002	3,523 SF
		6,206 SF
Level 21		
UNIT	2101	2,683 SF
UNIT	2105	3,523 SF
		6,206 SF
Level 22		
UNIT	2201	2,683 SF
UNIT	2202	3,899 SF
UNIT	2203	4,729 SF
		11,312 SF
Level 23		
UNIT	2301	2,683 SF
UNIT	2302	2,728 SF
UNIT	2303	2,952 SF
UNIT	2304	3,022 SF
UNIT	2305	3,564 SF
		14,949 SF
Level 24		
UNIT	2401	2,679 SF
UNIT	2402	2,677 SF
UNIT	2403	2,952 SF
UNIT	2404	3,021 SF
UNIT	2405	3,488 SF
		14,817 SF
Level 25		
UNIT	2501	2,681 SF
UNIT	2502	2,722 SF
UNIT	2503	2,952 SF
UNIT	2504	3,021 SF
UNIT	2505	3,559 SF
		14,936 SF
Level 26		
UNIT	2601	6,640 SF
UNIT	2605	5,855 SF
		12,495 SF



LOCATION MAP
NTS

SPA SHEET INDEX

#	SHEET NAME
00 GENERAL	
CVR	COVER
01 CIVIL	
C-100	COVER SHEET
C-101	GENERAL NOTES
C-200	DEMOLITION NOTES
C-201	DEMOLITION PLAN
C-300	EROSION AND SEDIMENT CONTROL NOTES
C-301	EROSION AND SEDIMENT CONTROL PLAN
C-302	EROSION AND SEDIMENT CONTROL DETAILS
C-401	PAVING AND GRADING PLAN
C-402	DRAINAGE PLAN
C-403	PAVING, GRADING, AND DRAINAGE DETAILS
C-500	WATER AND SEWER NOTES
C-501	WATER AND SEWER PLAN
C-601	TRAFFIC SIGNAGE AND MARKING PLAN
02 LANDSCAPE	
IR100	IRRIGATION PLANS
IR101	LEVLE 7 IRRIGATION PLANS
IR102	LEVEL 20 IRRIGATION PLANS
IR103	IRRIGATION DETAILS
IR104	IRRIGATION DETAILS
IR105	IRRIGATION DETAILS
L-100	PLANTING PLAN
L-101	PLANTING DETAILS
L-102	PLANTING NOTES
L-103	AMENITY DECK LEVEL 07
L-104	AMENITY DECK LEVEL 20-21
L-105	LIGHTING DIAGRAM
L-106	HARDSCAPE DETAILS
04 ARCHITECTURAL	
A-100	RENDERINGS
A-101	SITE PLAN
A-101-A	SITE PLAN - VEHICLE MOVEMENTS
A-102	LEVEL 02 FLOOR PLAN
A-103	LEVEL 03 - 05 FLOOR PLAN
A-104	LEVEL 06 FLOOR PLAN
A-105	LEVEL 07 FLOOR PLAN
A-106	LEVEL 08 - 12 FLOOR PLAN
A-107	LEVEL 13 - 19 FLOOR PLAN
A-108	LEVEL 20 & 21 FLOOR PLAN
A-109	LEVEL 22 FLOOR PLAN
A-110	LEVEL 23 - 25 FLOOR PLAN
A-111	PH LEVEL 26 FLOOR PLAN
A-112	OVERALL ROOF PLAN
A-201	EAST ELEVATION
A-202	NORTH / SOUTH ELEVATION
A-203	WEST ELEVATION
A-300	SUN STUDY PLANS
A-301	SUN STUDY PERSPECTIVES

SITE PLAN INFORMATION

- ZONING CLASSIFICATION: RM-70
- LOT AREA: 45,371 SF (1.046 ACRES)
- LOT SEE: 420'-0" x (100'-0" & 140'-0")
- DENSITY CALCULATION: RM-70 - 1.046 ACRES x 70 UNITS / ACRE
  - UNITS ALLOWED: 72,91
  - UNITS PROVIDED: 94 - (72.91 x 30% W/ 22 TDRS)

	MAXIMUM	PROVDED
- BUILDING HEIGHT:	150'-0" + 90' BONUS	298'-8" (ROOF DECK)
- STORIES:	15	26 (WITH HEIGHT BONUS)
- PERVIOUS AREA:	13,611 SF (30% MINIMUM)	18,217 SF (INCLUDES 4,926 SF OF PAVER DRIVE AISLE)
- GREEN SPACE :	9,074 SF (20% MINIMUM)	13,292 SF
- LOT COVERAGE :		24,435 SF (54%)
- BUILDING SETBACKS :		
FRONT	25'-0	25' - 1"
REAR	25'-0"	0' - 11" (VARIANCE GRANTED)
SIDE (NORTH)	15'-0"	15' - 1"
SIDE (SOUTH)	84'—0" (20% LOT WIDTH)	84' - 1"

AREA CHART

LEVEL	UNIT COUNT	GROSS UNIT	TERRACE	CIRCULATION	AMENITY	SUPPORT	PARKING SF	PARKING COUNT	GROSS AREA
LEVEL 1	---	---	---	---	10,116 SF	2,148 SF	10,397 SF	1 REG/2 COMPACT / 1 ADA	22,662 SF
LEVEL 2	---	---	---	289 SF	---	899 SF	21,413 SF	33 REG/4COMPACT/1 ADA	22,601 SF
LEVEL 3	---	---	---	289 SF	---	1,419 SF	20,894 SF	33 REG/5COMPACT/1 ADA	22,601 SF
LEVEL 4	---	---	---	289 SF	---	1,419 SF	20,894 SF	33 REG/5COMPACT/1 ADA	22,601 SF
LEVEL 5	---	---	---	289 SF	---	1,419 SF	20,894 SF	33 REG/5COMPACT/1 ADA	22,601 SF
LEVEL 6	---	---	---	289 SF	---	1,419 SF	20,894 SF	36 REG/5COMPACT/1 ADA	22,601 SF
LEVEL 7	---	---	10,875 SF	2,731 SF	10,027 SF	---	---	---	23,633 SF
LEVEL 8	7	14,403 SF	6,309 SF	1,471SF	---	---	---	---	22,385 SF
LEVEL 9	7	14,403 SF	6,292 SF	1,471SF	---	---	---	---	22,369 SF
LEVEL 10	7	14,403 SF	6,296 SF	1,471SF	---	---	---	---	22,375 SF
LEVEL 11	7	14,322 SF	6,275 SF	1,471 SF	---	---	---	---	22,351 SF
LEVEL 12	7	14,403 SF	6,288 SF	1,471 SF	---	---	---	---	22,364 SF
LEVEL 13	5	14,786 SF	6,290 SF	1,288 SF	---	---	---	---	22,364 SF
LEVEL 14	5	14,786 SF	6,302 SF	1,288 SF	---	---	---	---	22,377 SF
LEVEL 15	5	14,786 SF	6,287 SF	1,288 SF	---	---	---	---	22,362 SF
LEVEL 16	5	14,786 SF	6,291 SF	1,288 SF	---	---	---	---	22,366 SF
LEVEL 17	5	14,786 SF	6,278 SF	1,288 SF	---	---	---	---	22,353 SF
LEVEL 18	5	14,786 SF	6,279 SF	1,288 SF	---	---	---	---	22,354 SF
LEVEL 19	5	14,786 SF	6,276 SF	1,288 SF	---	---	---	---	22,352 SF
LEVEL 20	2	5,973 SF	10,468 SF	1,005 SF	5,352 SF	---	---	---	22,829 SF
LEVEL 21	2	5,973 SF	5,339 SF	1,005 SF	5,353 SF	---	---	---	17,700 SF
LEVEL 22	3	11,562 SF	6,268 SF	794 SF	---	---	---	---	18,624 SF
LEVEL 23	5	14,786 SF	6,238 SF	1,288 SF	---	---	---	---	22,322 SF
LEVEL 24	5	14,786 SF	6,214 SF	1,288 SF	---	---	---	---	22,287 SF
LEVEL 25	5	14,786 SF	6,223 SF	1,288 SF	---	---	---	---	22,305 SF
LEVEL 26	2	12,274 SF	9,868 SF	---	---	---	---	---	22,143 SF
TOTAL:	94 UNITS	255,979 SF	136,960 SF	27,275 SF	30,848 SF	8,723 SF	115,386 SF	201 SPACES (INC. 6 ADA)	575,696 SF

GREEN BUILDING PROGRAM

ITEM	POINT VALUE	COMMENTS
ELEC. VEHICLE CHARGING STATIONS (4 ADDITIONAL SPOTS)	4 PTS	1 POINT FOR EACH EVCS INSTALLED ABOVE THE BASELINE NUMBER REQUIRED PURSUANT TO § 8.23 A AND B, NOT TO EXCEED A MAXIMUM OF 4 POINTS
WHITE ROOF (COOL ROOF)	4 PTS	LOW-SLOPED ROOFS SHALL PROVIDE AN INITIAL SRI OF 82 AND 3-YEAR AGED SRI OF 64.
COOL PAVEMENT	4 PTS	COOL PAVEMENT SURFACES MUST PROVIDE AN INITIAL SOLAR REFLECTANCE 20%, HIGHER THAN THE 5-10% REFLECTANCE OF DARK ASPHALT
ENHANCED HURRICANE RESISTANT STRUCTURE	4 PTS	ENHANCED HURRICANE RESISTANT STRUCTURES MUST MEET A WIND LOAD 20 MPH GREATER THAN THE REQUIREMENTS OF THE FLORIDA BUILDING CODE.
LID/GREEN INFRASTRUCTURE	4 PTS	LID/GREEN INFRASTRUCTURE MUST DEMONSTRATE THE EFFICIENCY OF THE PROPOSED SYSTEM AND PROVIDE A MAINTENANCE PLAN.
"SITES" CERTIFICATION FOR LANDSCAPING	4 PTS	SITES CERTIFICATION SHALL BE PROVIDED.
100% NATIVE PLANTS IN LANDSCAPING	4 PTS	100% MIAMIDADE COUNTY NATIVE VEGETATION
FLORIDA FRIENDLY LANDSCAPE RECOGNITION (GOLD)	4 PTS	DEMONSTRATE ADHERENCE TO THE 9 PRINCIPLES AND REQUIREMENTS OF THE FLORIDA FRIENDLY LANDSCAPING TM PROGRAM
POLLINATOR GARDEN	2 PTS	WILDLIFE HABITAT CERTIFICATION FROM THE NATIONAL WILDLIFE FEDERATION, POLLINATOR STEWARD CERTIFICATION FROM THE POLLINATOR PARTNERSHIP, OR SIMILAR PROGRAM
ENERGYSTAR RATING FOR ALL APPLIANCES/EQUIPMENT	4 PTS	ALL APPLIANCES/EQUIPMENT ASSOCIATED WITH THE BUILDING SHALL BE ENERGYSTAR RATED
HIGH-EFFICACY LIGHTING	4 PTS	AT LEAST 90% OF ALL BUILDING LIGHTING IS "HIGH-EFFICACY" (DEFINED IN LIGHT OUTPUT PER WATT OF POWER INPUT).
LIGHTING CONTROLS - INTERIOR	2 PTS	INTERIOR LIGHTING CONTROLS MUST HAVE DIMMERS OR SENSORS, EXCLUDING BATHROOM AND HALLWAYS.
LIGHTING CONTROLS - EXTERIOR	2 PTS	EXTERIOR LIGHTING CONTROLS MUST HAVE AUTOMATIC SHUT-OFF WHEN DAYLIGHT IS PRESENT.
TOTAL:	46 PTS (*30 REQ.)	

* PER SEC. 8.1(D,5,H, PROPERTIES DEVELOPED PURSUANT TO A TRANSFER OF DEVELOPMENT RIGHTS PURSUANT TO SECTION 8.13 SHALL BE REQUIRED TO ACHIEVE AT LEAST THIRTY (30) GREEN BUILDING AND DESIGN POINTS PURSUANT TO THE STANDARDS OF SECTION 8.21.

UNIT MIX

UNIT TYPE	QUANTITY	PERCENT
1 BEDROOM	20 UNITS	21%
2 BEDROOM	29 UNITS	31%
3 BEDROOM	35 UNITS	37%
4 BEDROOM	10 UNITS	11%
TOTAL:	94 UNITS	100%

PARKING DATA

UNIT TYPE	QUANTITY	SPACE REQ. PER UNIT	REQUIRED	PROVIDED
1 BEDROOM	20 UNITS	1.25	25 SPACES	
2 BEDROOM	29 UNITS	1.75	50.75 SPACES	
3 BEDROOM	35 UNITS	2.25	78.75 SPACES	
4 BEDROOM	10 UNITS	2.75	27.5 SPACES	
GUEST		10%	18.2 SPACES	
TOTAL:	94 UNITS		200 SPACES	201 SPACES

* - BICYCLE PARKING (UNITS / 5): 94/5 = 19 REQ. SPACES (36 PROVIDED)
- LOADING SPACES (12' X 35' X 14.5'): 3 PROVIDED

- ELECTRIC VEHICLE CHARGING SPOTS: 41 PROVIDED (40 REQ.)
- HANDICAP SPACES: 6 REQUIRED PER 200 SPACES (INCLUDES 1 VAN ACCESSIBLE) 6 PROVIDED

To the best of the architect's or engineer's knowledge, the plans and specifications prepared by me or under my direction are in compliance with all applicable firesafety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE
1.	DRC COMMENTS	11/06/2025
2.	Revision 2	03/27/2026
3.		
4.		
5.		
6.		

SPA 1

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PROJECT
EL-AD N. BAY VILLAGE
7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

SITE PLAN APPROVAL SUBMISSION 6-20-2025

DRAWING NAME
COVER

PROJECT NUMBER: Project Number

SHEET NUMBER
CVR

PRINT DATE
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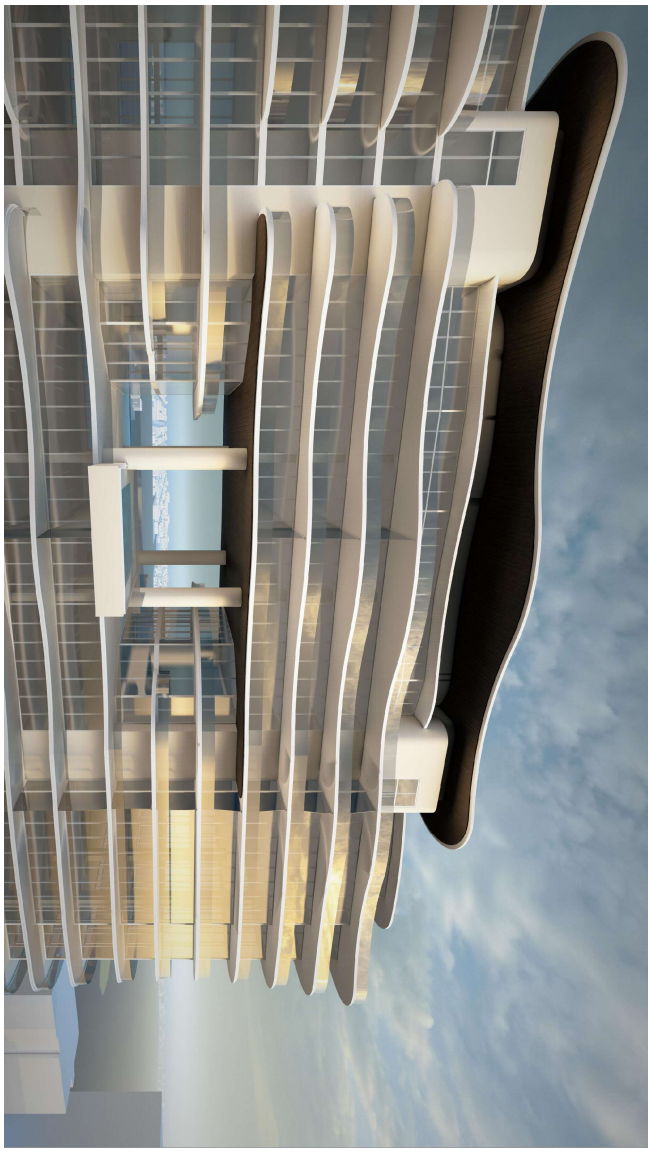



SITE PLAN APPROVAL SUBMISSION 6-20-2025

PROJECT NUMBER: Project Number

SHEET NUMBER:

A-100

PRINT DATE:
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DRAWING NAME

RENDERINGS

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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Chief Executive Officer
AR0007769

Peter T. Stromberg, RA, NCARB
President
AR0019830

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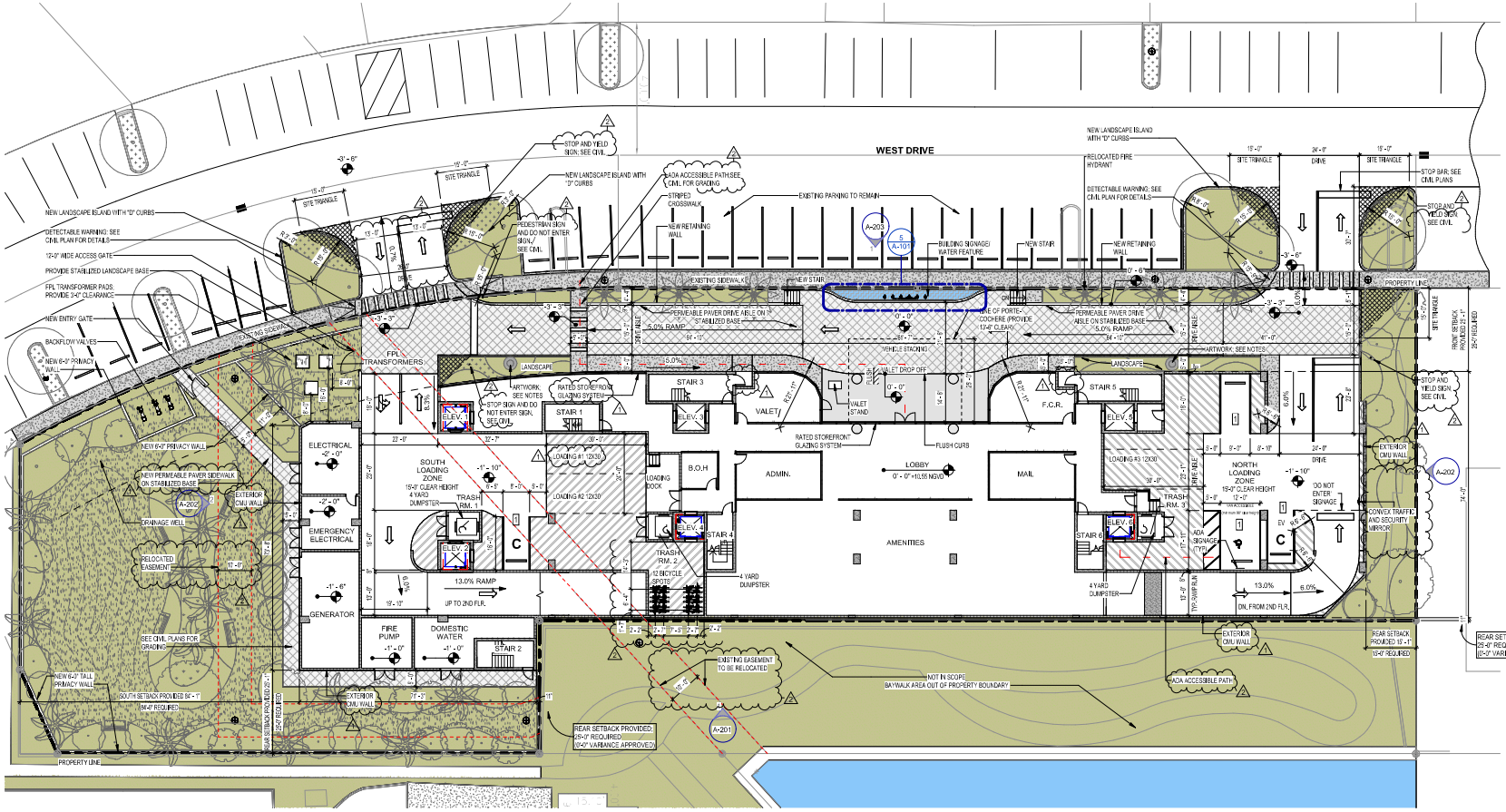
REV	DESCRIPTION	DATE:

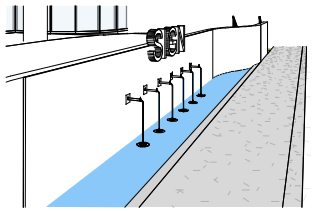
NOTES:

1. THE PARCEL PROPOSED FOR LAND CLEARING OR DEVELOPMENT DOES NOT SERVE AS HABITAT FOR A RARE, THREATENED, OR ENDANGERED SPECIES OR A SPECIES OF SPECIAL CONCERN; OR IS NOT AN ENVIRONMENTALLY SENSITIVE AREA.
2. INSTALLED ARTWORK TO BE SOURCED FROM A LOCAL ARTIST AND APPROXIMATELY 4'-5' IN HEIGHT AND APPROXIMATELY 3' IN DIAMETER. ARTWORK TO BE INSTALLED ON A CONCRETE BASE AND NOT IMPEDE CIRCULATION
3. PROPOSED TREES AND SHRUBS ADJACENT TO THE DRAINAGE OUTFALL SHALL BE SELECTED AND LOCATED TO AVOID ADVERSE IMPACTS TO THE DRAINAGE PIPING. ROOT BARRIERS WILL BE INSTALLED WHERE PLANTING OCCURS WITHIN PROXIMITY OF UNDERGROUND UTILITIES. FINAL PLANTING LOCATIONS AND ROOT PROTECTION MEASURES TO BE COORDINATED WITH CIVIL ENGINEERING DRAWINGS AND FIELD CONDITIONS.



GROUND LEVEL SITE PLAN

1/16" = 1'-0" — 1 / A-101



WATER FEATURE / BUILDING SIGN

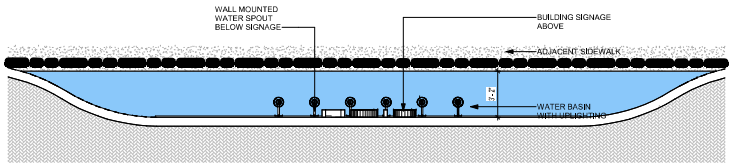
3 / A-101



NOTE: IMAGE IS FOR DESIGN INTENT ONLY. FINAL DESIGN IS TO BE DETERMINED

WATER FEATURE

1/8" = 1'-0" — 4 / A-101



WATER FEATURE PLAN

1/4" = 1'-0" — 5 / A-101

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable building code and other applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE:
1.	DRC COMMENTS	11/09/2025
2.	Revision 2	02/27/2026

SEAL

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BOCA RATON, FL
33432

PROJECT
EL-AD N. BAY VILLAGE
7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

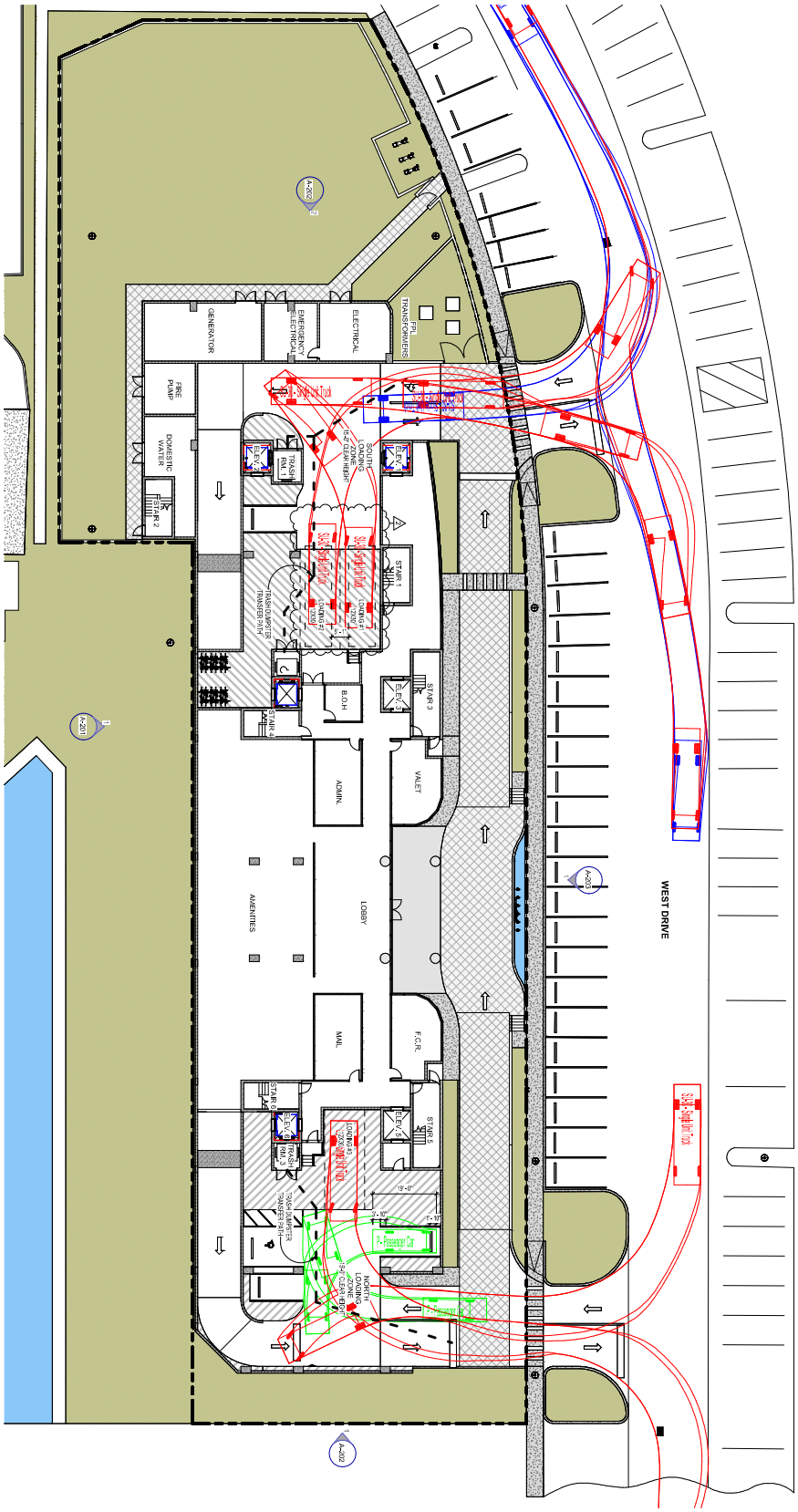
SITE PLAN APPROVAL SUBMISSION 6-20-2025

DRAWING NAME
SITE PLAN

PROJECT NUMBER: Project Number

SHEET NUMBER
A-101

PRINT DATE
2/9/2026 2:23:24 PM



VEHICLE TYPE	DIAGRAM TYPE	LINE TYPE
SUV PASSENGER VEHICLE	GREEN DIAGRAM	
SU -30 - SINGLE UNIT TRUCK	RED DIAGRAM	
TRASH VEHICLE	BLUE DIAGRAM	

GROUND LEVEL SITE PLAN-VEHICLE MOVEMENTS

1/16" = 1'-0"

A-101-A 1

SITE PLAN APPROVAL SUBMISSION 6-20-2025

To the best of the architect's or engineer's knowledge, the plans and pecifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: Project Number

SHEET NUMBER:
A-101-A

PRINT DATE:
2/6/2026 3:22:35 PM

DRAWING NAME
SITE PLAN - VEHICLE MOVEMENTS

PROJECT
EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT
EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

garcia stromberg

Jorge N. Garcia, RA, NCARB
Chief Executive Officer
AR0007793

Peter T. Stromberg, RA, NCARB
President
AR0019830

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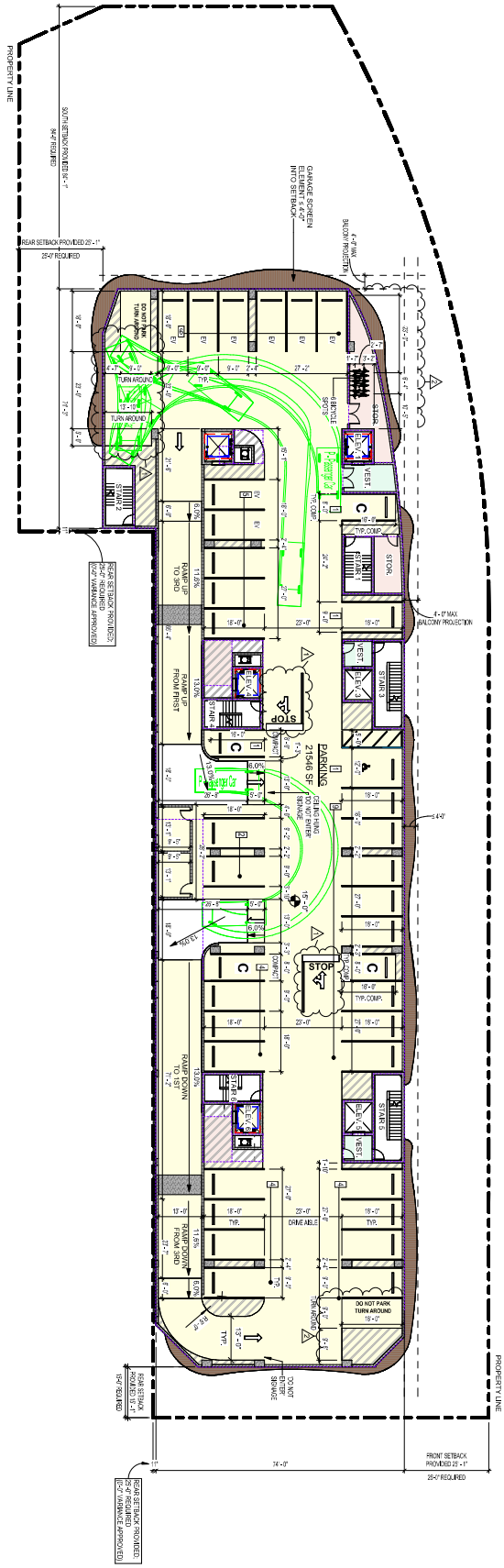
2	Revision 2	02/27/2026

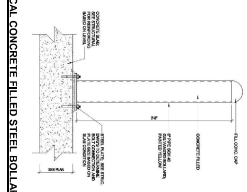


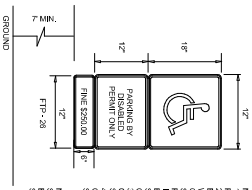
LEVEL 02 FLOOR PLAN

1/16" = 1'-0"

A-102 1

TYPICAL CONCRETE FILLED STEEL BOLLARD DETAIL





NOTES:
1. HANDICAPPED SIGN WILL BE OF F.D.O.T. (BLUE) COLOR.
2. PAVEMENT MARKINGS SHALL BE ON A BLUE COLOR OF A SIZE EQUAL TO THE SIZE OF THE HANDICAP SPACE.
3. ALL PAVEMENT MARKINGS SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE.
4. ALL LETTERS IN BOTTOM PORTION SHALL BE 1" SERIES AT 1"

NOTES: THE TOP PORTION OF FTP-28 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOLS AND BORDER

STRIPE TRAFFIC PAINT SOLD BY FOX VALLEY SYSTEMS INC OF CARY, ILLINOIS OR APPROVED EQUAL.

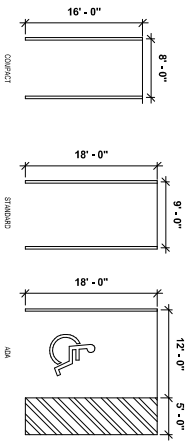
QUANTITY REQUIRED TO COMPLY WITH SPACING.

SPACING ARE 12" SERIES AT 12"

PARKING SPACE DETAILS

1/8" = 1'-0"

A-102 2



SITE PLAN APPROVAL SUBMISSION 6-20-2025

To the best of the architect's or engineer's knowledge, the plans and pecifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: Project Number

SHEET NUMBER:
A-102

PRINT DATE:
2/6/2026 3:22:36 PM

DRAWING NAME
LEVEL 02 FLOOR PLAN

PROJECT
EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT
EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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Peter T. Stromberg, RA, NCARB
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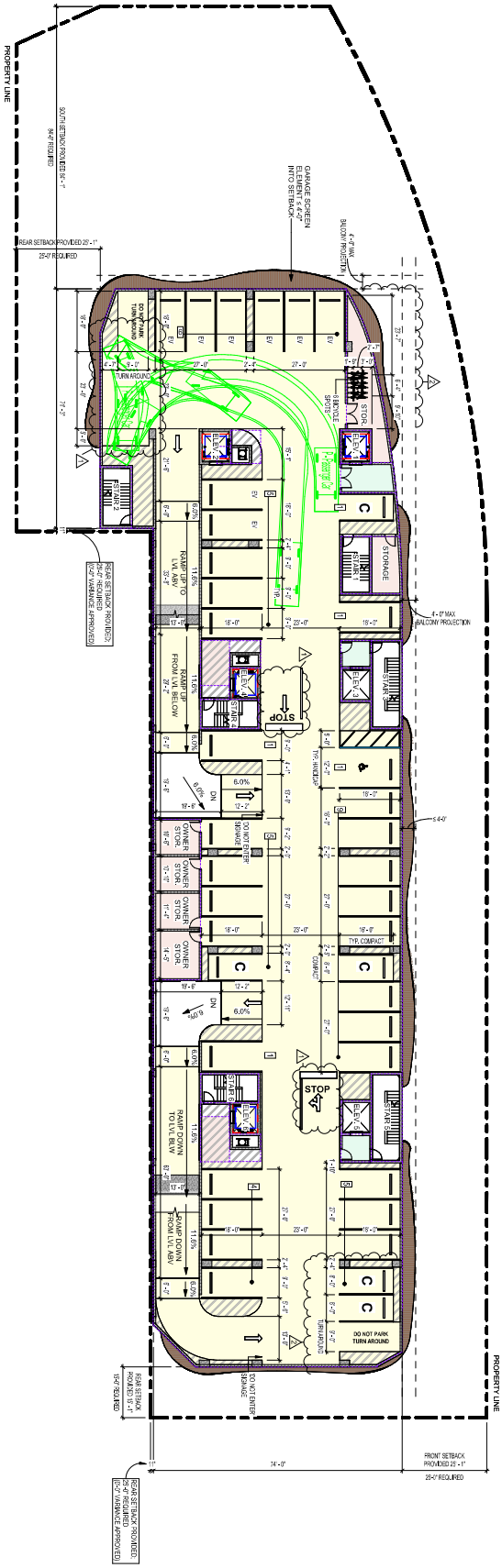
1	DRC COMMENTS	1/09/2026
2	Revision 2	02/27/2026



LEVEL 03 - 05 FLOOR PLAN

1/16" = 1'-0"

A-103 / 1

SITE PLAN APPROVAL SUBMISSION 6-20-2025

To the best of the architect's or engineer's knowledge, the plans and pecifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: Project Number

SHEET NUMBER:

A-103

PRINT DATE: 2/6/2026 3:22:27 PM

DRAWING NAME:

LEVEL 03 - 05 FLOOR PLAN

PROJECT:

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT:

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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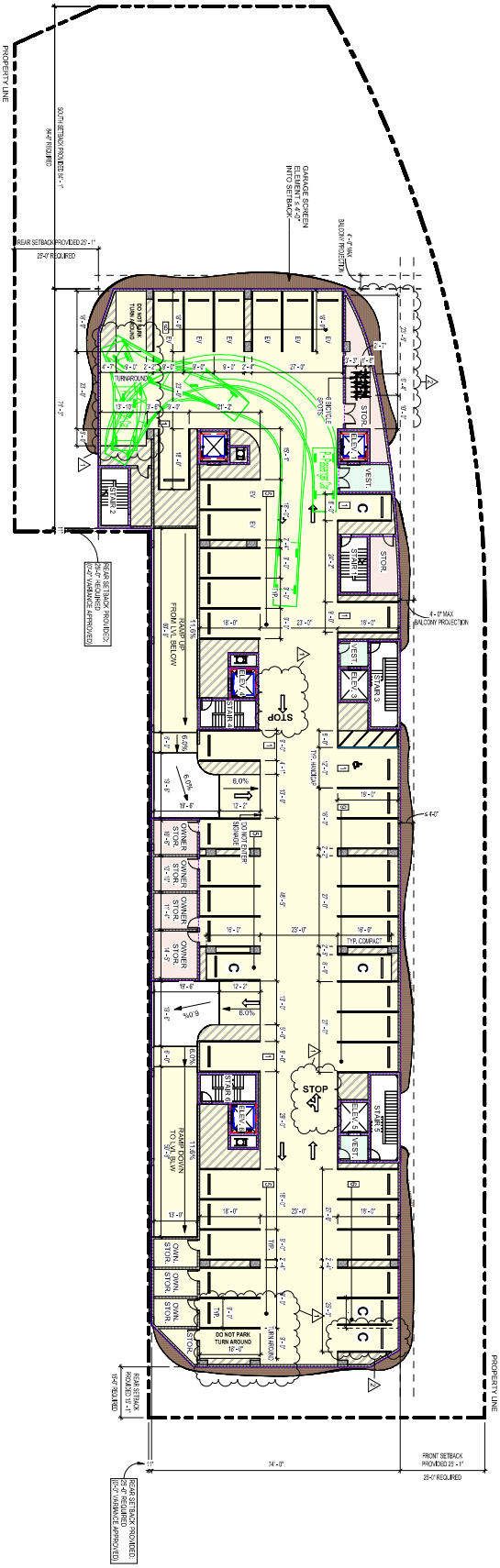
1	DRC COMMENTS	1/09/2026
2	Revision 2	02/27/2026



LEVEL 06 FLOOR PLAN

1/16" = 1'-0"

A-104 / 1

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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-104

PRINT DATE: 2/6/2026 3:22:38 PM

DRAWING NAME

LEVEL 06 FLOOR PLAN

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

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150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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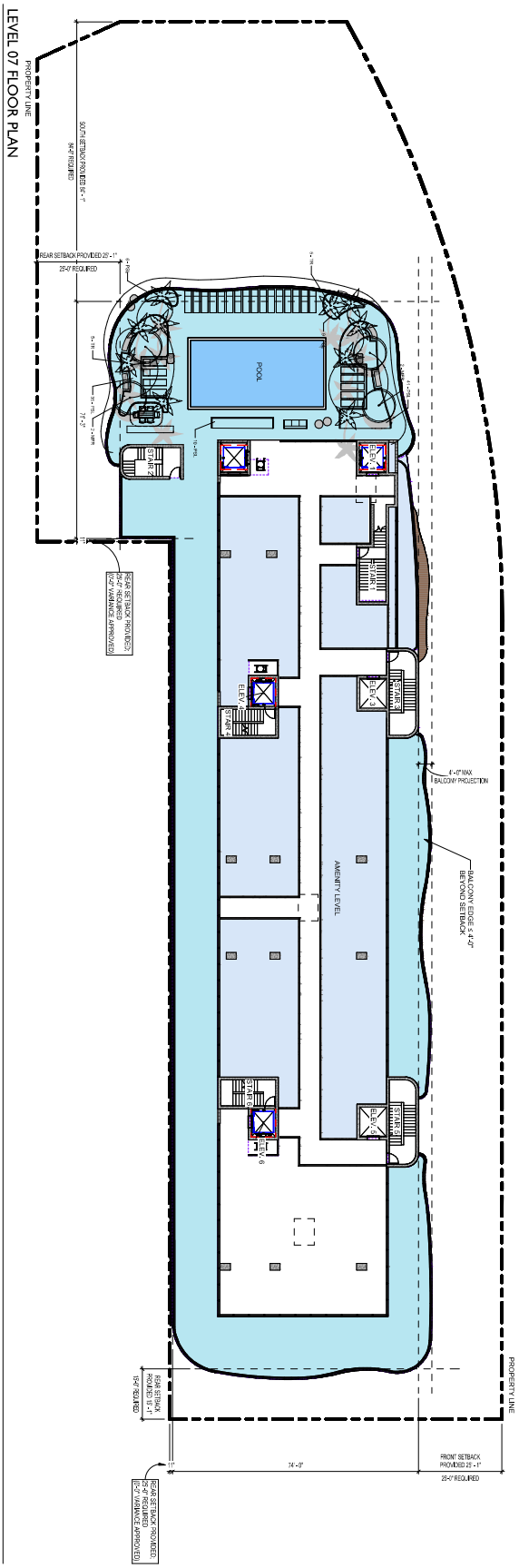
2	Revision 2	02/27/2026



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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-105

PRINT DATE:
2/6/2026 3:22:41 PM

DRAWING NAME

LEVEL 07 FLOOR PLAN

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

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150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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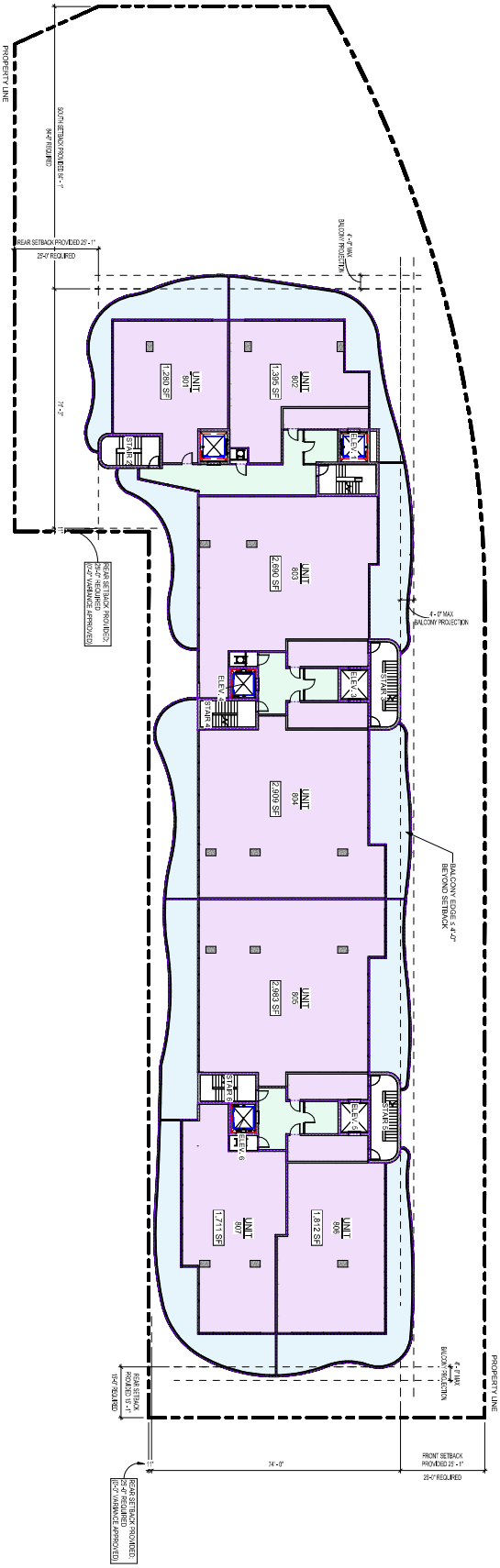

LEVEL 08 - 12 FLOOR PLAN

1/16" = 1'-0"

A-106 / 1

SITE PLAN APPROVAL SUBMISSION 6-20-2025

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PROJECT NUMBER: Project Number

SHEET NUMBER:
A-106

PRINT DATE:
2/6/2026 3:22:44 PM

DRAWING NAME
LEVEL 08 - 12 FLOOR PLAN

PROJECT
EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT
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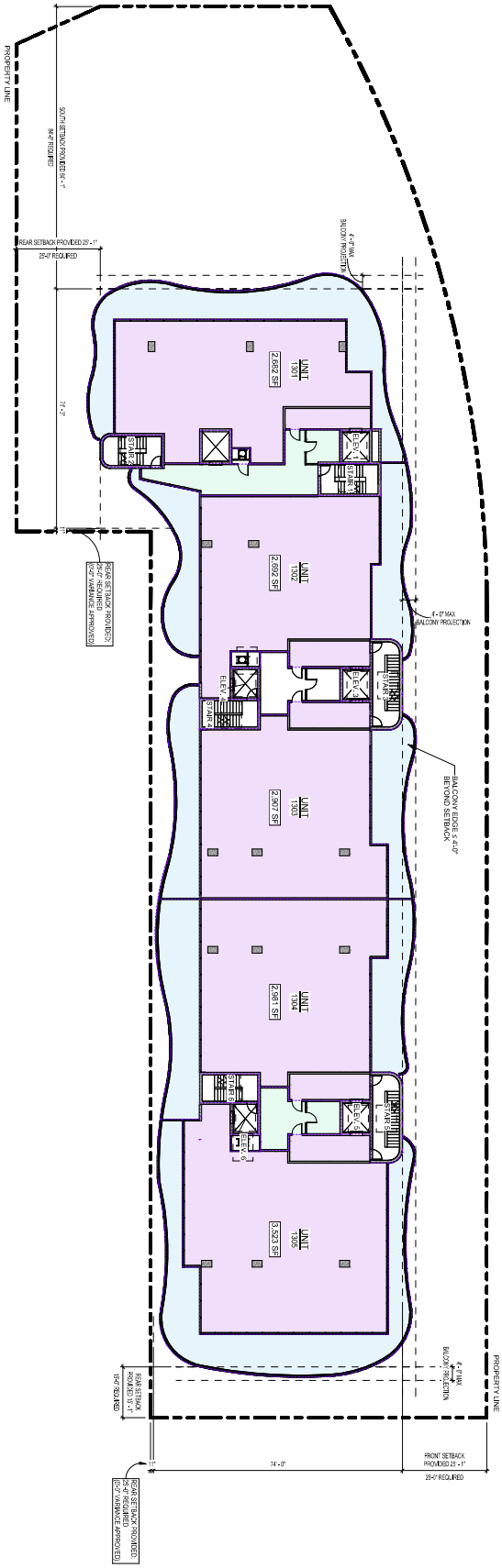

LEVEL 13 - 19 FLOOR PLAN

1/16" = 1'-0"

A-107 / 1

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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-107

PRINT DATE: 2/6/2026 3:22:46 PM

DRAWING NAME

LEVEL 13 - 19 FLOOR PLAN

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
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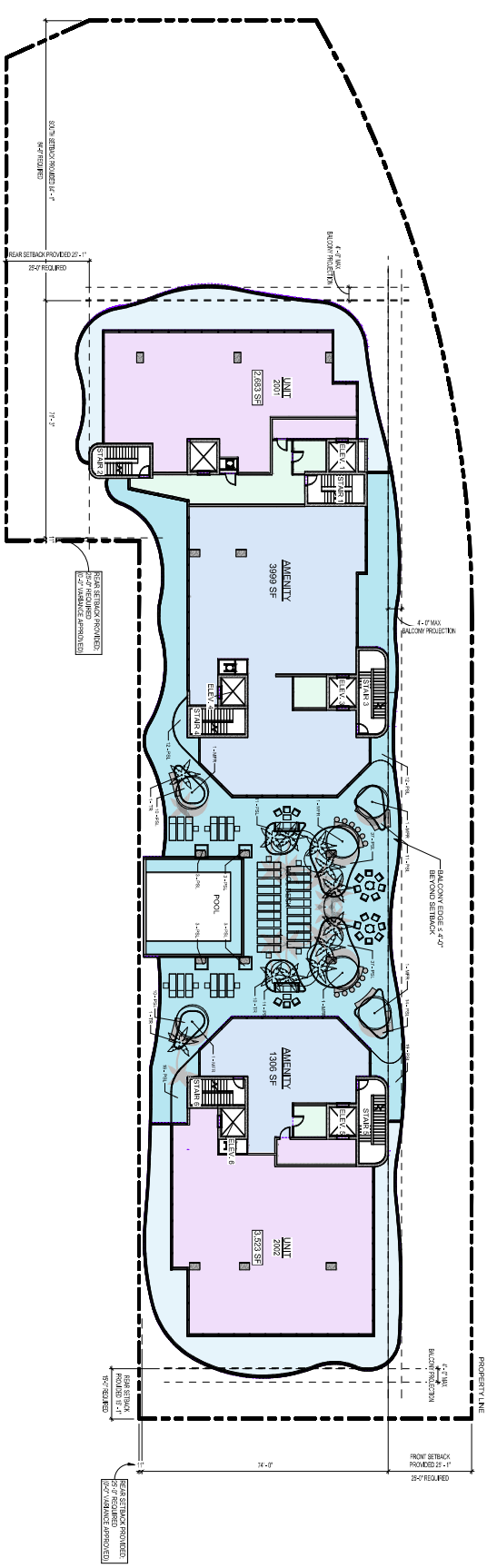
LEVEL 20 & 21 FLOOR PLAN



SITE PLAN APPROVAL SUBMISSION 6-20-2025

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PROJECT NUMBER: Project Number

SHEET NUMBER:
A-108

PRINT DATE:
2/6/2026 3:22:53 PM

DRAWING NAME
LEVEL 20 & 21 FLOOR PLAN

PROJECT
EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT
EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
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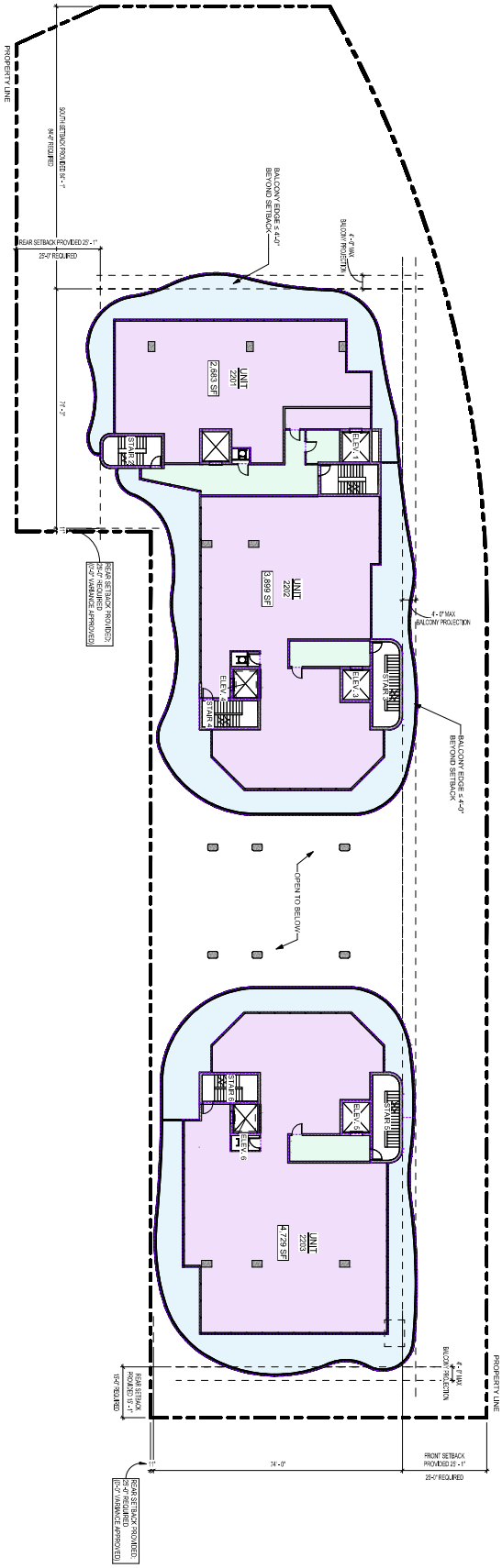

LEVEL 22 FLOOR PLAN

1/16" = 1'-0"

A-109 / 1

SITE PLAN APPROVAL SUBMISSION 6-20-2025

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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-109

PRINT DATE: 2/6/2026 3:22:58 PM

DRAWING NAME

LEVEL 22 FLOOR PLAN

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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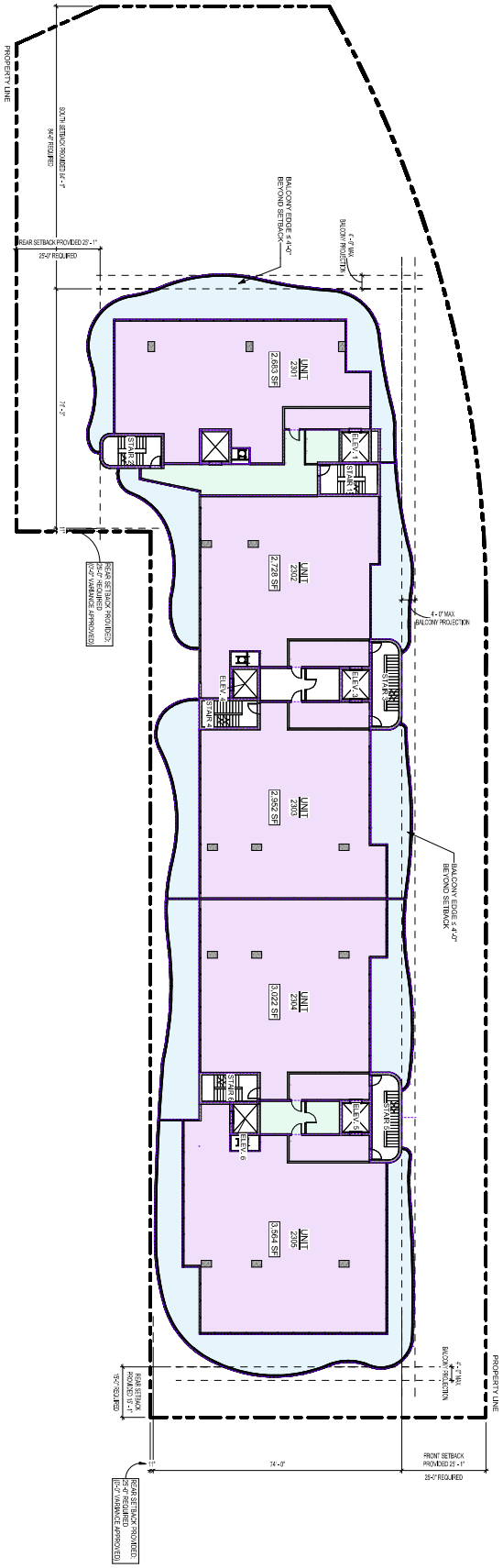

LEVEL 23 - 25 FLOOR PLAN

1/16" = 1'-0"

A-110 / 1

SITE PLAN APPROVAL SUBMISSION 6-20-2025

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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-110

PRINT DATE: 2/6/2026 3:23:09 PM

DRAWING NAME

LEVEL 23 - 25 FLOOR PLAN

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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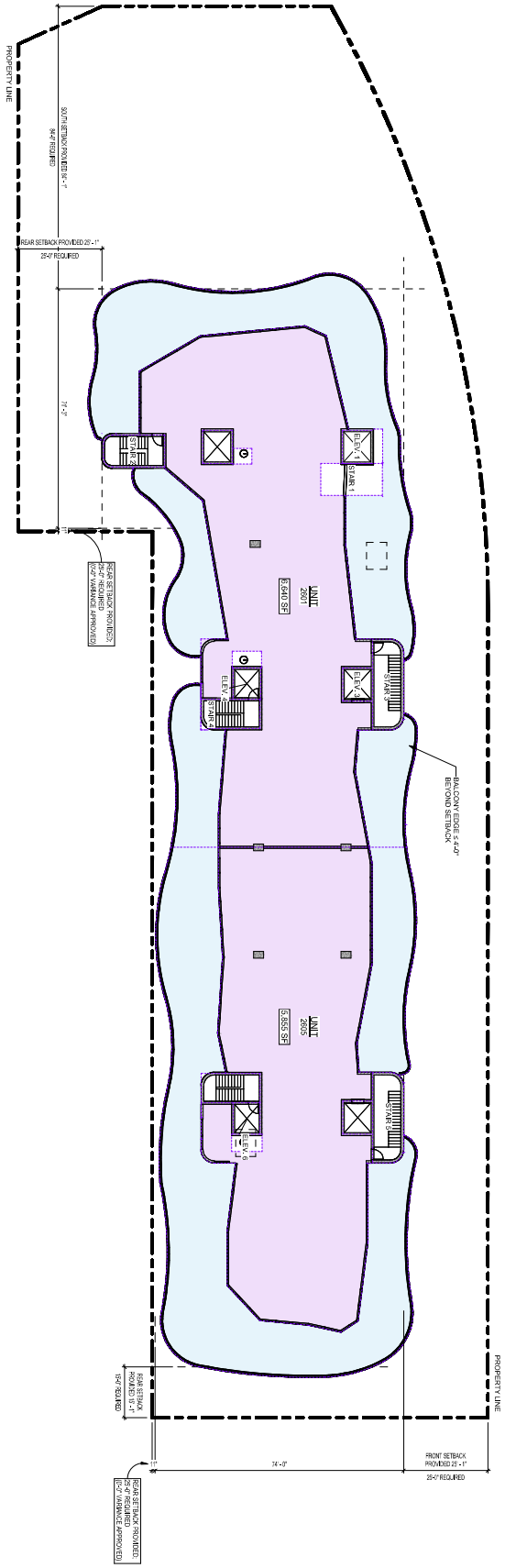

PH LEVEL 26 FLOOR PLAN

1/16" = 1'-0"

A-111 / 1

SITE PLAN APPROVAL SUBMISSION 6-20-2025

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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-111

PRINT DATE: 2/6/2026 3:23:03 PM

DRAWING NAME

PH LEVEL 26 FLOOR PLAN

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

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150 E. PALMETTO PARK ROAD
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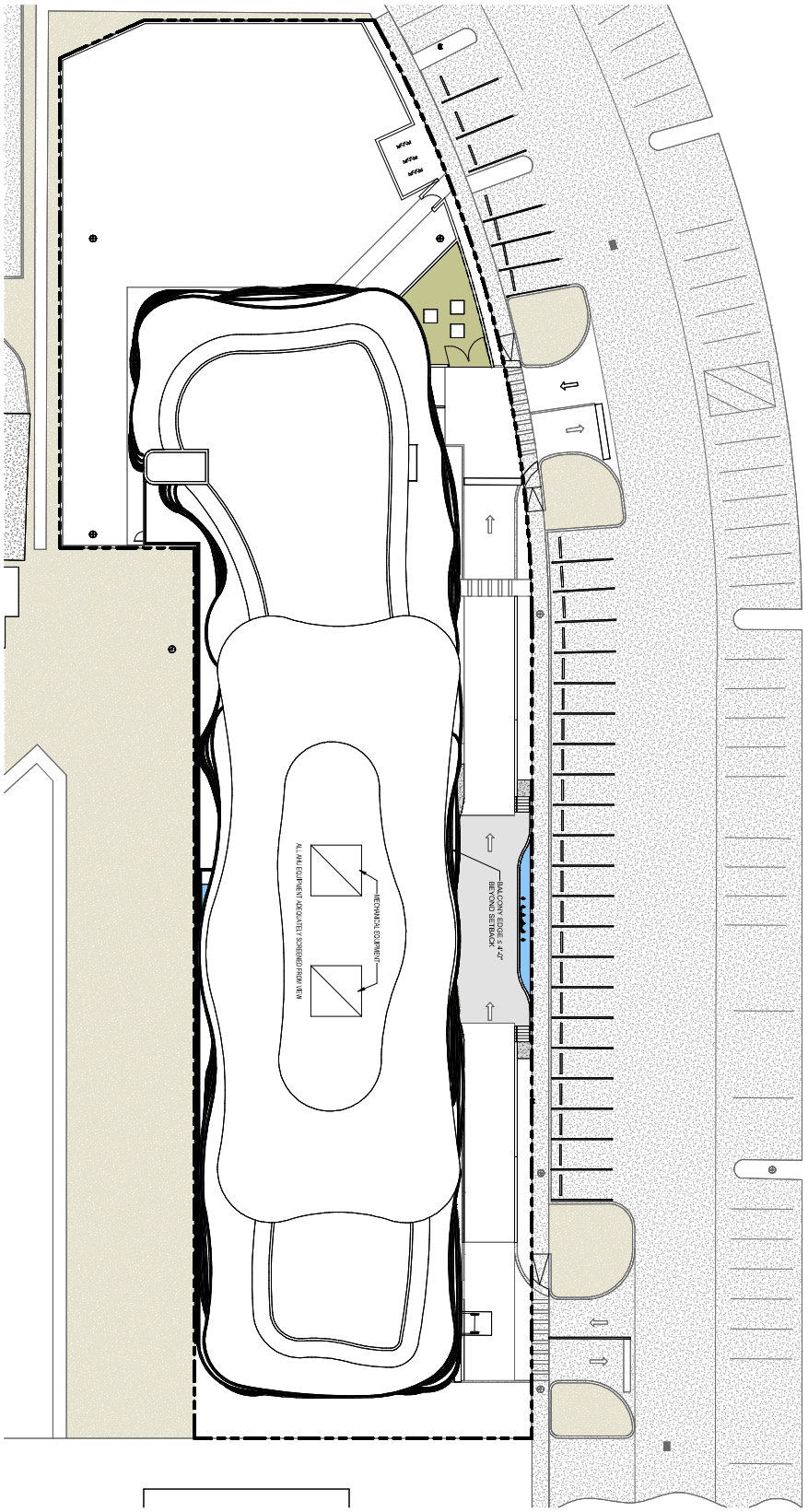

OVERALL ROOF PLAN

1/16" = 1'-0"

A-112 / 1

SITE PLAN APPROVAL SUBMISSION 6-20-2025

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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-112

PRINT DATE:
2/6/2026 3:23:07 PM

DRAWING NAME

OVERALL ROOF PLAN

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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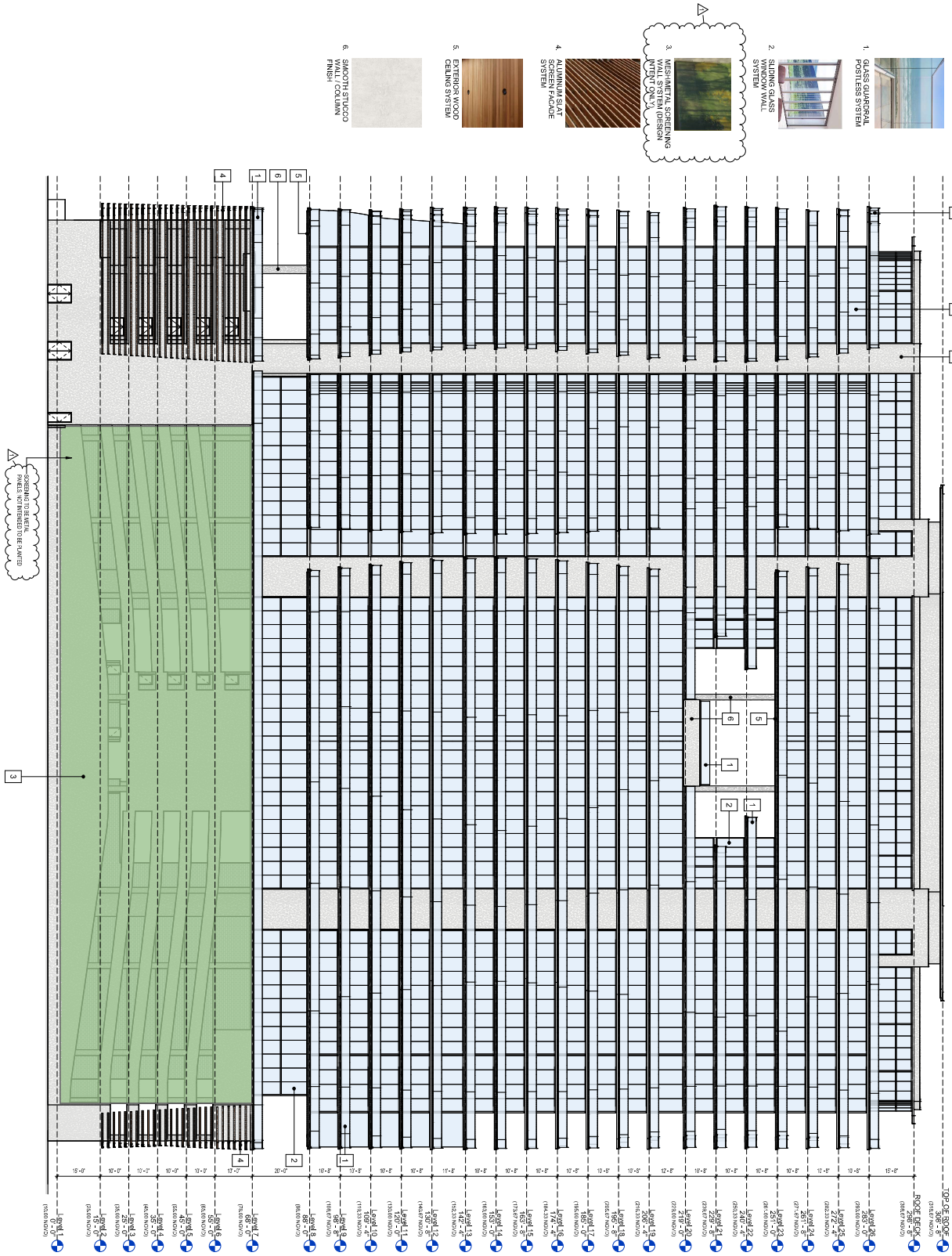

EAST ELEVATION

1/16" = 1'-0"

SITE PLAN APPROVAL SUBMISSION 6-20-2025

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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-201

PRINT DATE: 2/6/2026 3:33:13 PM

DRAWING NAME

EAST ELEVATION

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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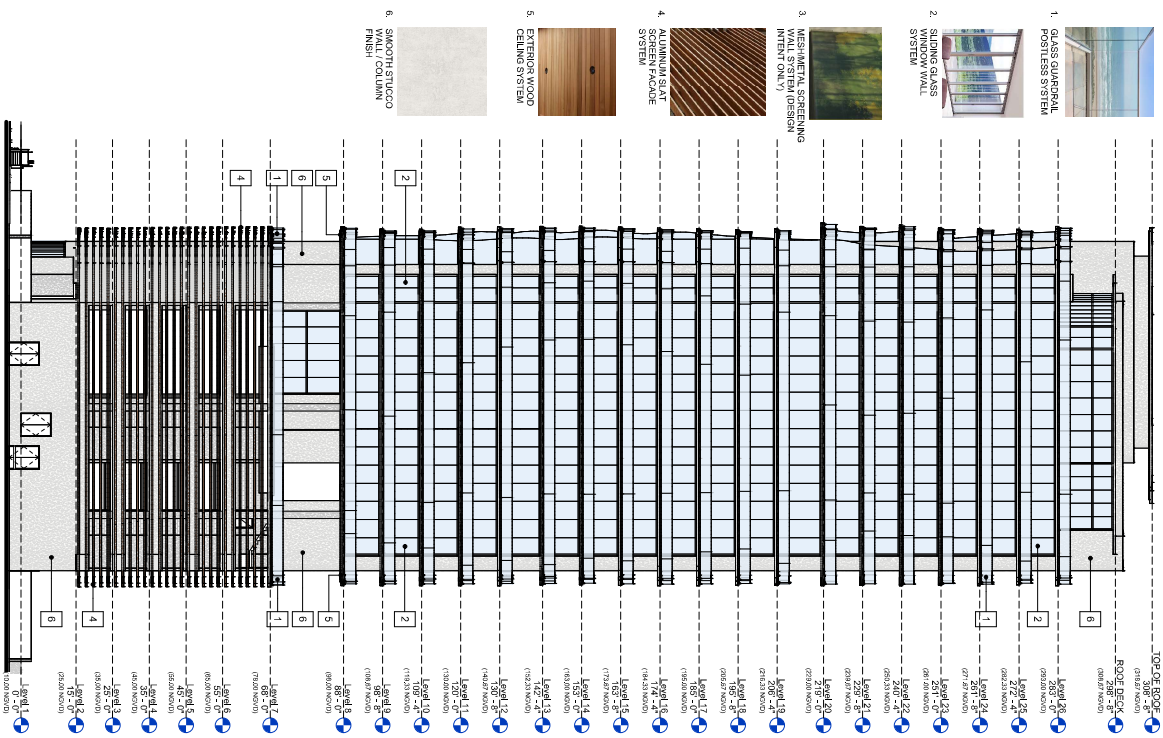
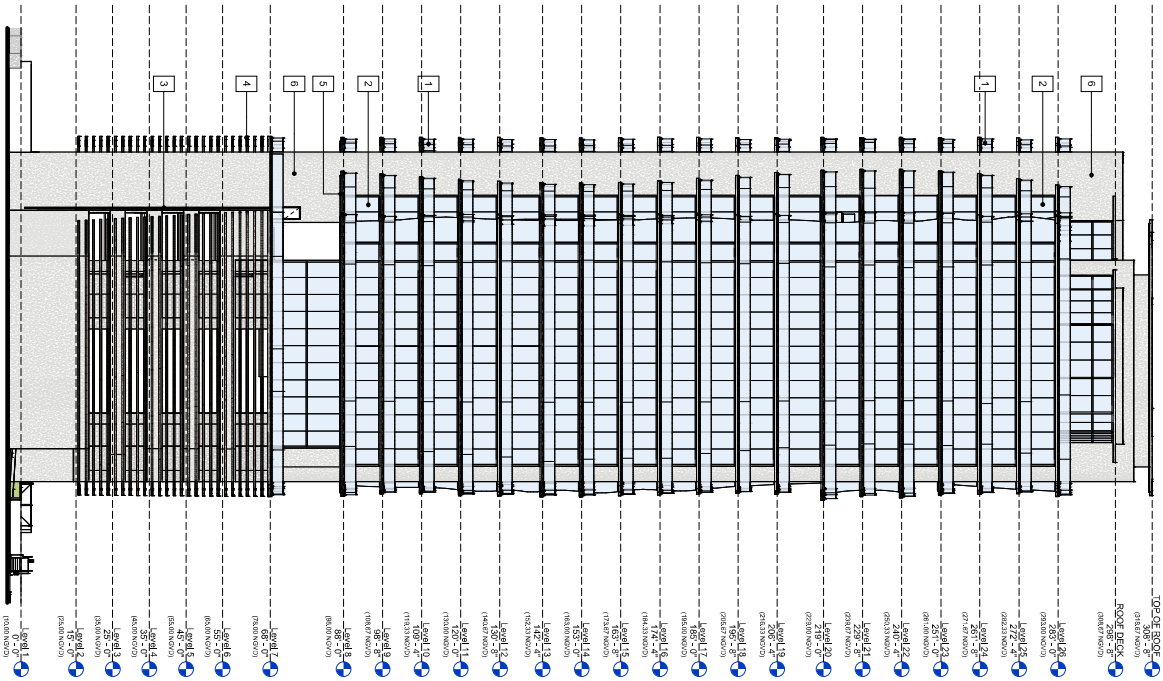


SOUTH ELEVATION

1/16" = 1'-0"

A202 / 2



NORTH ELEVATION

1/16" = 1'-0"

A202 / 1

SITE PLAN APPROVAL SUBMISSION 6-20-2025

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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-202

PRINT DATE: 2/6/2026 3:23:23 PM

DRAWING NAME

NORTH / SOUTH ELEVATION

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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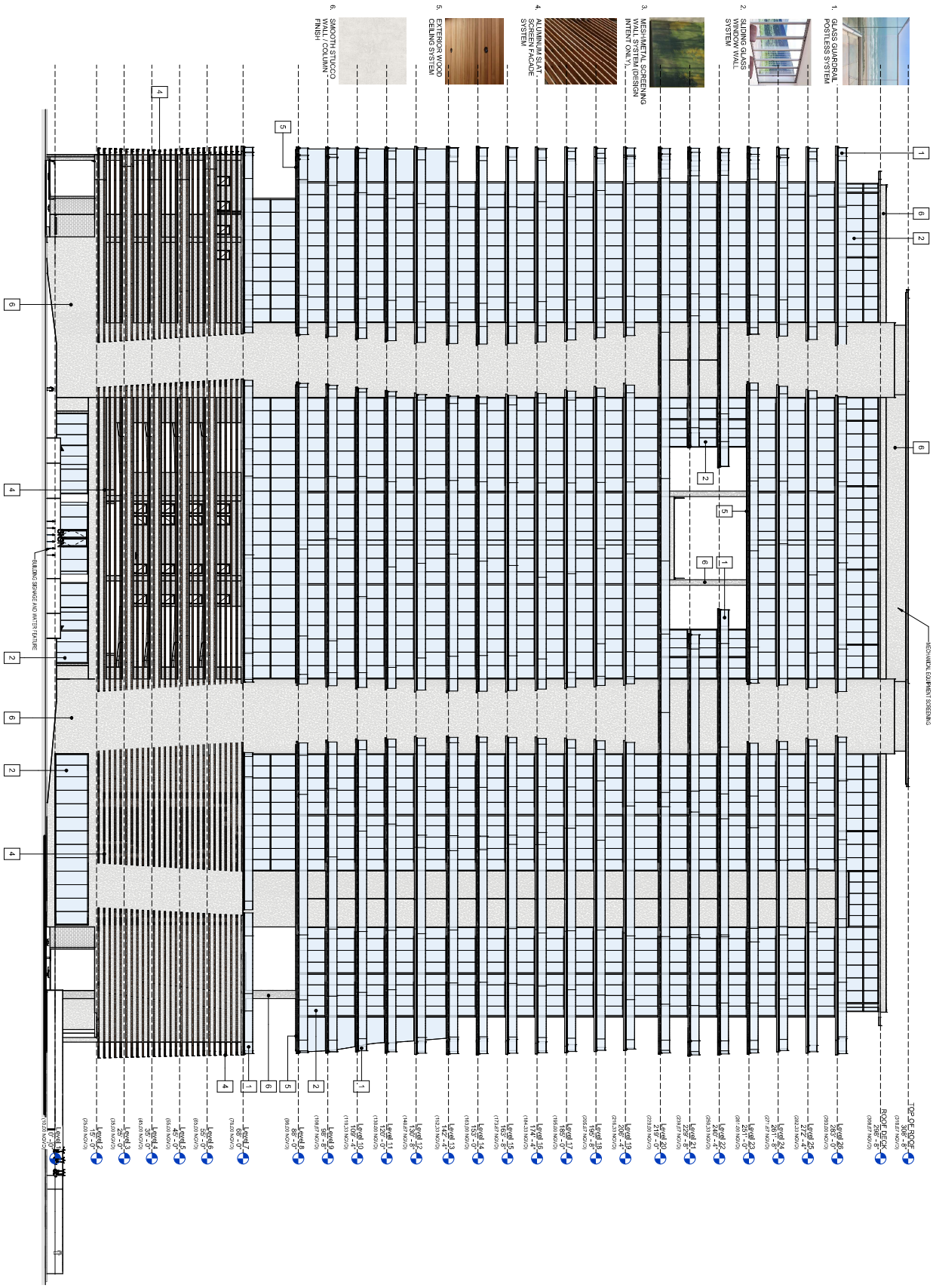

WEST ELEVATION

1/16" = 1'-0"

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To the best of the architect's or engineer's knowledge, the plans and pecifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: Project Number

SHEET NUMBER:

A-203

PRINT DATE: 2/6/2026 3:23:29 PM

DRAWING NAME

WEST ELEVATION

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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PROJECT NUMBER: Project Number

SHEET NUMBER:

A-300

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2/6/2026 3:24:24 PM

DRAWING NAME:

SUN STUDY PLANS

PROJECT:

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT:

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

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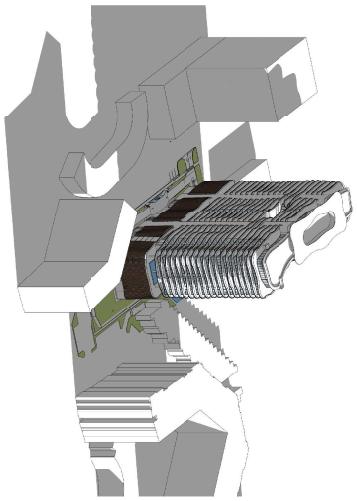
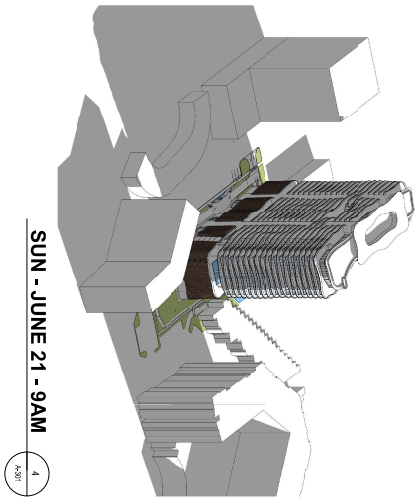


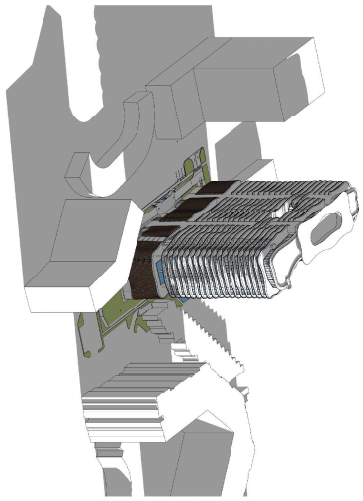
SUN - SEPTEMBER 21 - 9AM

7 A-301



SUN - JUNE 21 - 9AM

4 A-301



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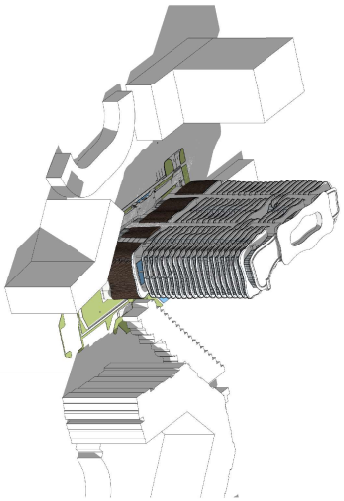

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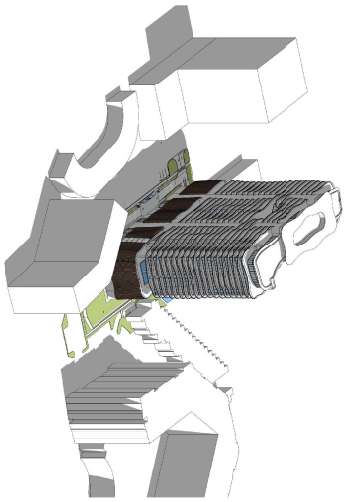

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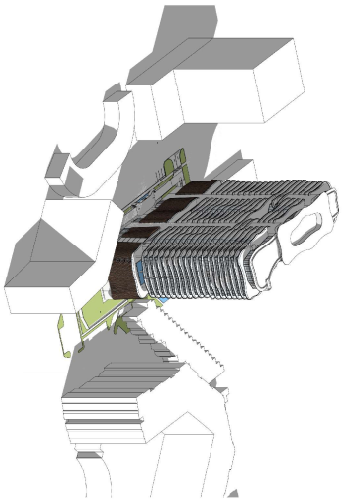

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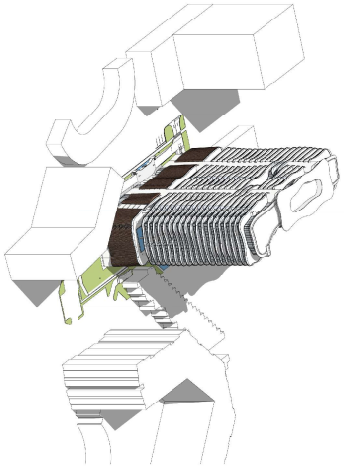

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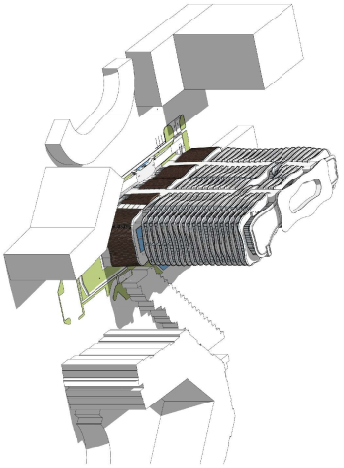
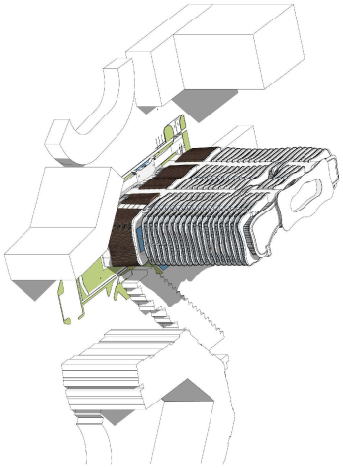
9 A-301



SUN - JUNE 21 - 3PM

6 A-301



SUN - MARCH 21 - 3PM

3 A-301

SITE PLAN APPROVAL SUBMISSION 6-20-2025

PROJECT NUMBER: Project Number

SHEET NUMBER:

A-301

PRINT DATE:
2/6/2026 3:33:47 PM

DRAWING NAME

SUN STUDY PERSPECTIVES

PROJECT

EI-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

EL-AD NBV LLC
150 E. PALMETTO PARK ROAD
BOCA RATON, FL 33432

garcia stromberg

Jorge N. Garcia, RA, NCARB
Chief Executive Officer
AR0007769

Peter T. Stromberg, RA, NCARB
President
AR0019830

2365 Vista Parkway Suite 16 | West Palm Beach, FL 33411 | TEL: 561.478.5855 | Corporate License # AA26002302

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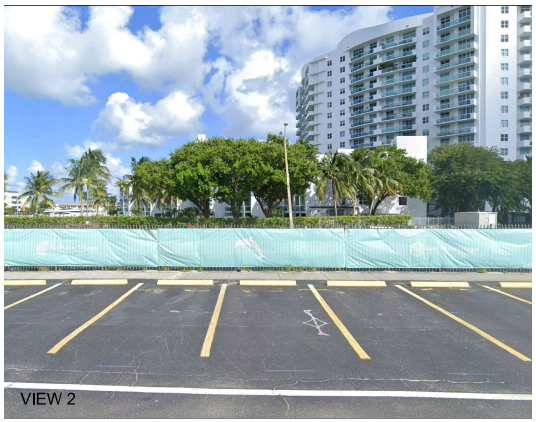
REV	DESCRIPTION	DATE:









HITCHCOCK DESIGN GROUP

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PREPARED FOR
GARCIA STROMBERG
2365 VISTA PKWY #16
WEST PALM BEACH, FL 33411

REGISTERED LANDSCAPE ARCHITECT
AARON C. CESWICK
LA 6667581
STATE OF FLORIDA

PROJECT
EL-AD N. BAY VILLAGE
7913 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

ISSUED
JUNE 20, 2025

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NO	DATE	ISSUE
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02	01.09.2026	REVISION 2
03	03.09.2026	REVISION 3

CHECKED BY
ACF

DRAWN BY
ACE / KNT

NORTH

SCALE IN FEET
1" = 10'
0' 5' 10' 20'

SHEET TITLE
AERIAL PLAN

SHEET NUMBER
L-000

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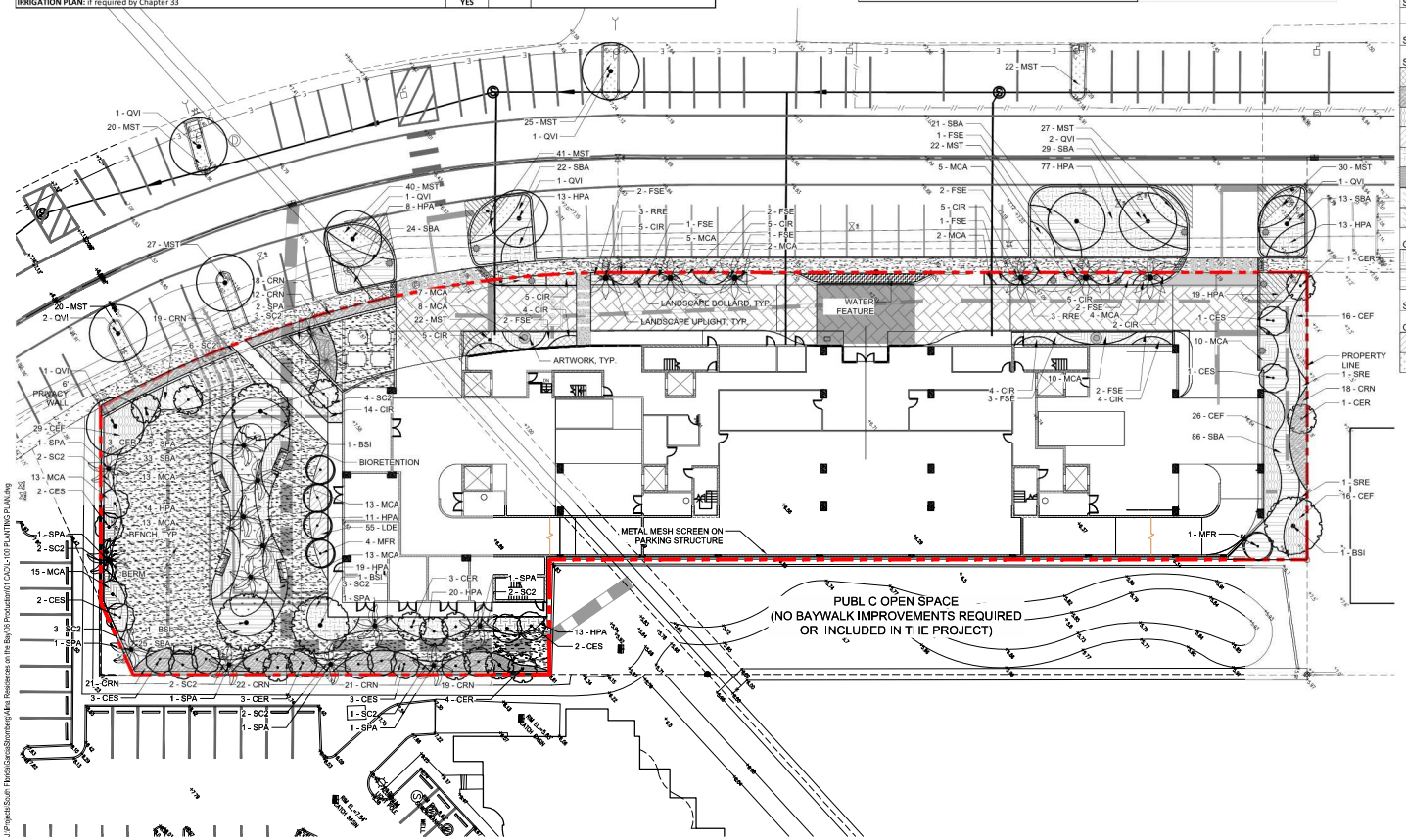
Zoning District:	RM-70	Net Lot Area:	1.046 acres	45,371 s.f
PERVIOUS AND GREEN AREA		**REQUIRED:**	**PROVIDED:**	**NOTES:**
Requirements set forth in B.10.D.4.A f & B.10.D.4.g in the North Bay Village Unified Land Development Code				
PERVIOUS		**REQUIRED:**	**PROVIDED:**	**NOTES:**
A. Minimum pervious area at ground level	30% of the total lot area 45,371 sf = 13,611 sf	13,611	18,217	(INCLUDES 4,926 SF OF PAVER DRIVE AISLE)
B. Minimum pervious area of front yard area	30% of the total front yard area 10,712 sf = 3,214 sf	3,214	8,953	
GREEN AREA		**REQUIRED:**	**PROVIDED:**	**NOTES:**
A. Minimum of twenty percent (20%) of the total Lot Area	20% of the total lot area 45,371 sf = 9,074 sf	9,074	13,292	
B. Minimum of thirty percent (30%) of the total front yard area	30% of the total front yard area 10,712 sf = 3,214 sf	3,214	4,028	
OPEN SPACE		**REQUIRED:**	**PROVIDED:**	**NOTES:**
A. Square Feet of open space required by Chapter 33 of the Miami-Dade County Code, as indicated on site plan:	Net lot area = 45,371 sf x 30% = 13,611 sf	13,611	14,723	(INCLUDES 1,543 SF OF PEDESTRIAN WALKS, REFERENCE SEC. 33-216)
B. Square Feet of parking lot open space required by Chapter 33 of the Miami-Dade County Code, as indicated on the site plan:	No. outside/ground-level parking spaces N/A x 10 sf per parking spaces = N/A	N/A	N/A	
C. Total sf of landscaped open space required: A + B =		13,611	14,723	
LAWN AREA CALCULATION		**REQUIRED:**	**PROVIDED:**	**NOTES:**
A. 13,611 total sf of landscaped open space required				
B. Maximum lawn area (sod) permitted = 60% x 13,611 sf = 8,167 sf		8,167	5,619	
TREES		**REQUIRED:**	**PROVIDED:**	**NOTES:**
A. No. trees required per net lot acre	Less existing number of trees meeting minimum requirements= 28 trees X 1.046 net lot acres	29	48	including street trees
B. % Palms Allowed: No. trees required x 30% =	(palms provided in excess of 30% are not counted towards code)	9		6 (1:1 palms), 15 (2:1 palms=7, thus total of 13 trees -100% natives- Note only 9 Palms are counted since the tree quantities have been provided.
C. % Natives Required: No. trees provided x 100% =		29	48	100% Natives
D. Street trees (maximum average spacing of 35' o.c.):		10	10	
E. Street trees located directly beneath power lines (maximum average spacing of 25' o.c.):	N/A linear feet along street / 25 =	N/A	N/A	
SHRUBS		**REQUIRED:**	**PROVIDED:**	**NOTES:**
A. No. trees required x 10 = No. shrubs allowed	29 trees required x 10 =	290	1645	
B. No.shrubs allowed x 100% = No. of native shrubs required	290 shrubs required x 100% =	290	1645	100% Natives
IRRIGATION PLAN: if required by Chapter 33		YES		

Green Building Program	Points	Comment	Response Notes
Electric vehicle charging stations (EVCS)	4	1 point for each EVCS installed above the baseline number required	Point value on the chart has been adjusted.
White roof – cool roof	4	Low-sloped roofs shall provide an initial SRI of 82 and 3-year aged SRI of 64.	Note added to the chart
Cool pavement	4	Initial solar reflectance 20%	Cool Pavement surfaces must provide an initial solar reflectance of 20%, higher than the 5-10% reflectance of dark asphalt. This requirement will be met.
Enhanced hurricane resistant structure	4	Meet a wind load 20 mph greater than Florida Building Code requirements	Note added to the chart. Requirements will be met during design development.
LID/Green infrastructure	4	Demonstrate efficacy of the system and provide maintenance plan	LID/Green infrastructure (e.g., use of bioswales, rain gardens, cisterns, filtration media, etc.) must demonstrate the efficiency of the proposed system and provide a maintenance plan.These are reflected in the design and maintenance plan.
SITES certification for landscape	4	Provide certification	SITES certification is the target and will be evaluated at the completion of construction.
100% native plants in landscaping	4	100% Miami-Dade County native vegetation	Proposed landscaping must be 100% Miami-Dade County native vegetation. Subject to Landscape Architect review/comments. The proposed planting palette and strategy meets these requirements.
Florida Friendly landscape recognition (Gold)	4	Demonstrate adherence to the 9 principles and requirements of the Florida Friendly Landscaping TM Program	Demonstrate adherence to the 9 principles and requirements to achieve Gold level recognition by the Florida Friendly Landscaping TM Program. Subject to Landscape Architect review/comments. The proposed planting palette and landscape strategy targets gold level recognition and will be evaluated at the completion of construction.
Pollinator garden	2	Wildlife Habitat Certification from the National Wildlife Federation, Pollinator Steward Certification from the Pollinator Partnership, or similar program	Provide Wildlife Habitat Certification from the National Wildlife Federation, Pollinator Steward Certification from the Pollinator Partnership, or similar program. The landscape approach and strategy targets this certification and recognition and will be evaluated at the completion of construction.
EnergyStar rating for all appliances and equipment	4	All appliances/equipment associated with the building are EnergyStar rated	Note added to the chart. Requirements will be met at time of construction.
High-efficacy lighting	4	At least 90% of all building lighting shall be high efficacy.	Note added to the chart. Requirements will be met at time of construction.
Lighting control – interior	2	Interior lighting controls with dimmers or sensors	Note added to the chart. Requirements will be met at time of construction.
Lighting control – exterior	2	Exterior lighting controls with automatic shut-off when daylight is present	Exterior lighting controls must have automatic shut-off when daylight is present. We acknowledge this requirement.
Total Proposed	**46**		
Total Required	**30 ***		

* Per Sec. 8.10.D.5.h, properties developed pursuant to a transfer of development rights pursuant to Section 8.13 shall be required to achieve at least thirty (30) green building and design points pursuant to the standards of Section 8.21.



PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
DECIDUOUS TREES			
	BSI	Bursera simaruba	Gumbo Limbo
	QVI	Quercus virginiana	Southern Live Oak
ORNAMENTAL TREE			
	CER	Conocarpus erectus	Buttonwood
	CES	Conocarpus erectus f. sericeus	Silver Buttonwood (Tree)
	MFR	Myrcianthes fragrans	Simpson's Stopper
PALM			
	RRE	Roystonea regia	Royal Palm
	SPA	Sabal palmetto	Sabal Palm
	TR	Thrinax radiata	Florida Thatch Palm
	THR	Thrinax radiata	Florida Thatch Palm
SHRUBS			
	SC	Serenoa repens 'Cinerea'	Silver Saw Palmetto
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
SHRUB AREAS			
	CIR	Chrysobalanus icaco 'Red Tip'	Red Tip Coco Plum
	CRN	Clusia rosea 'Nana'	Dwarf Pitch Apple
	CEF	Conocarpus erectus f. sericeus	Silver Buttonwood (Shrub)
	FSE	Forestiera segregata	Florida Privet
	HPA	Hamelia patens	Firebush
	PSL	Psychotria ligustrifolia	Bahama Coffee
	SRE	Serenoa repens	Saw Palmetto
	SC2	Serenoa repens 'Cinerea'	Silver Saw Palmetto
GRASSES			
	MCA	Muhlenbergia capillaris	Pink Muhly Grass
	SBA	Spartina bakeri	Sand Cordgrass
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
GROUND COVERS			
	LDE	Lantana depressa	Pineland Lantana
	MST	Mimosa strigillosa	Sunshine Mimosa

ST. AUGUSTINE GRASS

ARTWORK

PLANTING NOTES

1. THE LANDSCAPE PLAN FOR ALINA RESIDENCES ON THE BAY INTENDS TO UTILIZE STRATEGIES THAT ARE TO CONTRIBUTE TO ACHIEVING POINTS TOWARDS THE GREEN BUILDING PROGRAM.
   - SITES CERTIFICATION FOR LANDSCAPING (4)
   - 100% NATIVE PLANTS IN LANDSCAPING (4)
   - FLORIDA-FRIENDLY LANDSCAPE RECOGNITION (GOLD) (4)
   - COOL PAVEMENT (4)
   - **POLLINATOR GARDEN (2)
2. "LANDSCAPE ARCHITECT TO INCLUDE CERTIFIES AND NOTARIZED NOTICE OF COMPLIANCE AT TIME OF COMPLETION."
3. LANDSCAPE IS 100% MIAMI-DADE COUNTY NATIVE VEGETATION
4. THIS LANDSCAPE STRATEGY WILL COMPLY WITH THE 9 PRINCIPALS AND REQUIREMENTS TO ACHIEVE GOLD-LEVEL RECOGNITION BY FLORIDA FRIENDLY LANDSCAPING TM PROGRAM.
5. WILDLIFE HABITAT CERTIFICATION FROM THE NATIONAL WILDLIFE FEDERATION POLLINATOR STEWARD CERTIFICATION WILL BE ACHIEVED FROM THE POLLINATOR PARTNERSHIP OR SIMILAR.
6. HDG WILL SUBMIT A PREPARER'S CERTIFICATE OF COMPLIANCE UPON INSTALLATION AND PROJECT COMPLETION
7. DEVELOPMENTS SHALL COMPLY WITH EXISTING LANDSCAPE REQUIREMENTS, AS WELL AS CHANGES IMPLEMENTED IN THE FUTURE TO CONFORM TO CONTIGUOUS DEVELOPMENTS AND LANDSCAPING PLANS IMPLEMENTED FOR THE CAUSEWAY AND INTERIOR ISLAND AREAS.
8. DURING CONSTRUCTION: THE LANDSCAPING WILL BE COORDINATED WITH THE NEW DRAINAGE OUTFALL AND WILL NOT ADVERSELY IMPACT THE DRAINAGE PIPE OVER TIME. ADDITIONALLY A ROOT BARRIER WILL BE USED WHERE UTILITY AND INFRASTRUCTURE ARE ADJACENT TO TREES. THIS DETAIL CAN BE FOUND ON SHEET L-101.

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WEST PALM BEACH, FL 33411

REGISTERED LANDSCAPE ARCHITECT AARON C. ELSWICK LA 6667581 STATE OF FLORIDA

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NORTH BAY VILLAGE, FL 33141

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03	03.09.2026	REVISION 3

CHECKED BY ACF
DRAWN BY ACE / KNT

SCALE IN FEET 1" = 20'
NORTH 0' 10' 20' 40'

SHEET TITLE
PLANTING PLAN

SHEET NUMBER
L-100

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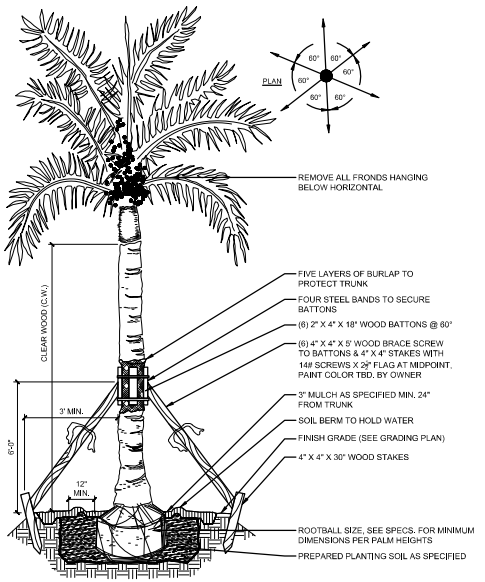
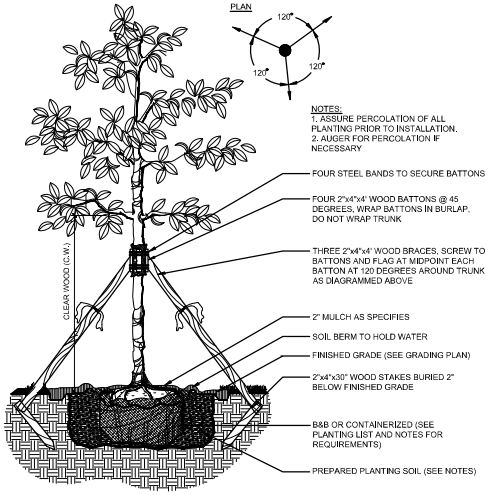
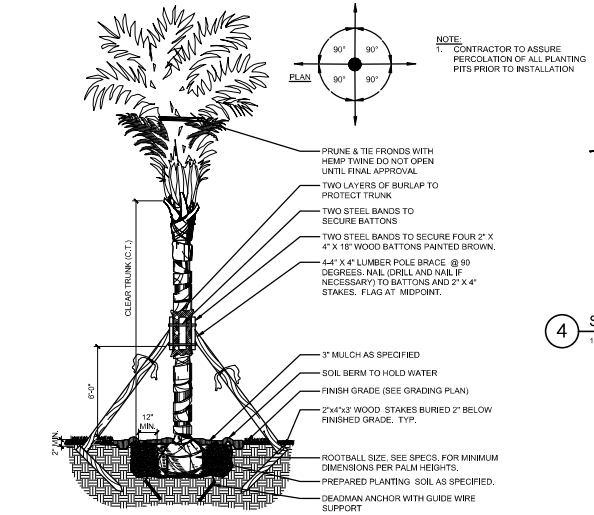


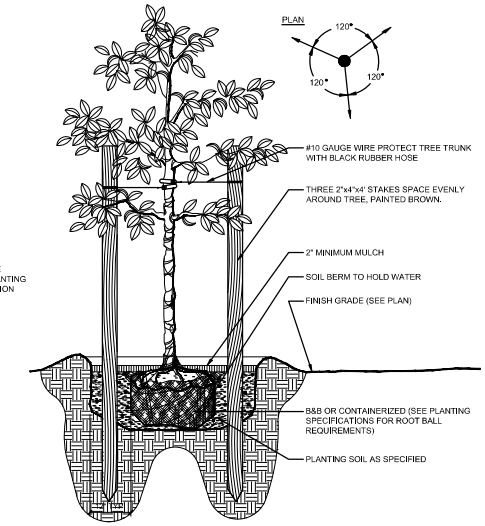
1 ROYAL PALM
3/4" = 1'-0"



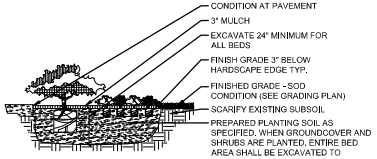
3 LARGE TREE - 3" CAL AND ABOVE
1/2" = 1'-0"



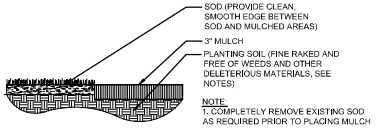
2 MEDIUM PALM
3/4" = 1'-0"



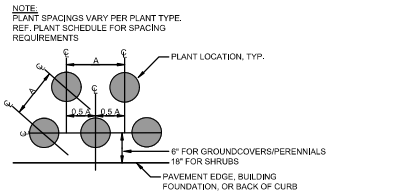
4 SMALL TREE - UP TO 3" CAL
1" = 1'-0"



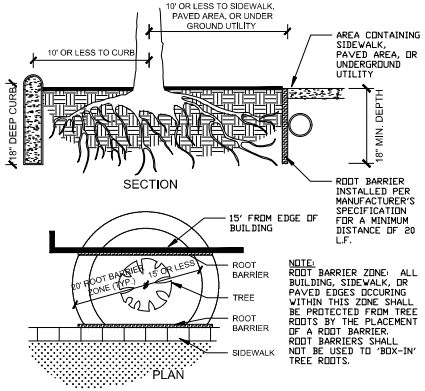
5 SHRUB AND GROUNDCOVER
1/2" = 1'-0"



6 MULCH
1" = 1'-0"



7 TRIANGULAR PLANT SPACING
NOT TO SCALE



8 ROOT BARRIER
1" = 1'

BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	CLEAR TRUNK	SALT TOLERANCE	QTY	UNIT	REMARKS
Bursera simaruba	Gumbo Limbo	2" Cal.	12' Ht.	4' MIN.	Moderate	4	ea	
Quercus virginiana	Southern Live Oak	2" Cal.	12' Ht.	4' MIN.	High	10	ea	
Conocarpus erectus	Buttonwood	12' Ht.	12' Ht.	4' MIN.	High	15	ea	Standard, Tree
Conocarpus erectus f. sericeus	Silver Buttonwood (Tree)	12' Ht.	12' Ht.	4' MIN.	High	14	ea	Standard, Tree, Multi-Stem
Myrcianthes fragrans	Simpson's Stopper	12' Ht.	12' Ht.	4' MIN.	High	5	ea	Standard, Tree, Multi-Stem
Roystonea regia	Royal Palm	4" Cal.	14' O.A.	4' MIN.	Moderate	6	ea	
Sabal palmetto	Sabal Palm	4" Cal.	14' O.A.	4' MIN.	High	15	ea	

BOTANICAL NAME	COMMON NAME	CONTAINER	SPACING	CLEAR TRUNK	SALT TOLERANCE	QTY	UNIT	REMARKS
Chrysobalanus icaco 'Red Tip'	Red Tip Coco Plum	3 Gal.	36" o.c.	-	High	58	ea	
Clusia rosea 'Nana'	Dwarf Pitch Apple	3 Gal.	36" o.c.	-	High	150	ea	
Conocarpus erectus f. sericeus	Silver Buttonwood (Shrub)	3 Gal.	36" o.c.	-	High	87	ea	Shrub form
Forestiera segregata	Florida Privet	7 Gal.	60" o.c.	-	High	19	ea	
Hamelia patens	Firebush	3 Gal.	36" o.c.	-	Low	197	ea	
Serenoa repens	Saw Palmetto	7 Gal.	60" o.c.	-	High	2	ea	
Serenoa repens 'Cinerea'	Silver Saw Palmetto	7 Gal.	60" o.c.	-	High	30	ea	
Muhlenbergia capillaris	Pink Muhly Grass	3 Gal.	36" o.c.	-	High	133	ea	
Spartina bakeri	Sand Cordgrass	3 Gal.	36" o.c.	-	High	253	ea	

BOTANICAL NAME	COMMON NAME	SIZE	SPACING	CLEAR TRUNK	SALT TOLERANCE	QTY	UNIT	REMARKS
Lantana depressa	Pineland Lantana	1 Gal.	24" o.c.	-	Moderate	55	ea	
Mimosa strigillosa	Sunshine Mimosa	1 Gal.	24" o.c.		Low	295	ea	

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SHEET TITLE
PLANTING DETAILS

SHEET NUMBER
L-101

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PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK. LANDSCAPE CONTRACTOR SHALL PROVIDE SCHEDULE OF HIS/HER WORKS AT A MINIMUM OF TWO WEEKS IN ADVANCE, BEGINNING TWO WEEKS PRIOR TO COMMENCING LANDSCAPE TRADE CONSTRUCTION.

2. CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE EXISTING GROUND COVER FOR ALL PLANTING BEDS AS SPECIFIED PRIOR TO PLANTING MATERIAL. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING LANDSCAPE AND HARDSCAPE AREAS DAMAGED TO THE SATISFACTION OF THE OWNER,IT'S REPRESENTATIVE,OR LANDSCAPE ARCHITECT.

3. THE LOCATIONS OF PLANTS,AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS TO COMPLY WITH SAFETY CRITERIA, TO AVOID CREATING UNSAFE SIGHT CONDITIONS,OR AS OTHER WISE DIRECTED BY OR APPROVED BY THE LANDSCAPE ARCHITECT.

4. CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF ALL PLANT MATERIALS,INCLUDING TEMPORARY IRRIGATION AND FERTILIZATION IF NECESSARY DURING CONSTRUCTION AND/OR WHILE BEING HELD IN LANDSCAPE HOLDING AREAS.

5. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS, PRIOR TO COMMENCEMENT OF THE LANDSCAPE PLANTING WORK THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS INCLUDING CONTENT ANALYSIS WITH RECOMMENDATIONS FOR THE INSTALLATION AREA.

6. ALL PLANT MATERIAL THAT MAY NEED TO BE REPLACED SHALL BE IN FULL AND STRICT ACCORDANCE TO FLORIDA NO.1 GRADE, ACCORDING TO THE 'GRADES AND STANDARDS FOR NURSERY PLANTS', PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL REPLACEMENT MATERIAL SHALL MATCH THE SIZE AND QUALITY OF THE MATERIAL BEING REPLACED.

7. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF TREES AND ALL SHRUB BEDS PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT. LANDSCAPE CONTRACTOR TO NOTIFY THE LANDSCAPE ARCHITECT AT LEAST 5 DAYS PRIOR TO REQUESTED REVIEW OF STAKED MATERIALS. EXCAVATION SHALL NOT BEGIN UNTIL LOCATIONS OF INDIVIDUAL PLANT AND PLANT BEDS ARE ACCEPTABLE TO THE LANDSCAPE ARCHITECT.

8. LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY DUE TO EXISTING SITE CONDITIONS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT.

9. ANY SUBSTITUTIONS IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO MODIFICATION OF THE CONTRACT. PURCHASING AND DELIVERY OF PLANTS. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT BEFORE PLANTING CAN BEGIN. ALL PLANT MATERIALS WILL NOT INCLUDE ANY PLANTS CONSIDERED TO BE INVASIVE. CONTRACTOR PROVIDE SOURCE LIST OF PLANT MATERIAL.

10. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, GENERAL NOTES AND /OR SPECIFICATIONS FOR FURTHER AND COMPLETE LANDSCAPE PLANTING INSTRUCTIONS.

11. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH PERMANENT OR TEMPORARY IRRIGATION WORK. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED TO SUPPLEMENT IRRIGATION WATERING AND RAINFALL. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION UNTIL FINAL ACCEPTANCE OF THE PROJECT.

12. LANDSCAPE CONTRACTOR SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER,IT'S REPRESENTATIVE, OR LANDSCAPE ARCHITECT.

13. GUYING / STAKING PRACTICES SHALL NOT PERMIT NAILS,SCREWS, WIRES ETC., TO PENETRATE OUTER SURFACE OF TREE OR PALM. TREES OR PALMS REJECTED DUE TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

14. BURLAP MATERIAL,WIRE CAGES,PLASTICS TRAPS,ETC. MUST BE CUT AND REMOVED FROM TOP ONE- THIRD (1/3) OF ROOT BALL.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GUARANTEE OF ALL PLANT MATERIAL FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE SUBSTANTIAL COMPLETION, SUBSTANTIAL COMPLETION CONSTITUTES THE BEGINNING OF GUARANTEE PERIOD.

16. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED BY INSTALLING PROTECTIVE BARRIERS AROUND THE DRIP LINE OF TREES. THE PROTECTIVE BARRIERS SHALL BE SEEN EASILY BY OPERATORS OF TRUCKS AND OTHER EQUIPMENT. PROTECTIVE BARRIERS SHALL BE CONSTRUCTED OF STURDY MATERIALS (NOT FLAGGING OR RIBBONS) AND SHALL BE INSTALLED PRIOR TO AND MAINTENANCE THROUGHOUT CONSTRUCTION AND/OR LAND DEVELOPMENT.
    A. DO NOT STORE OR USE MATERIALS OR EQUIPMENT WITHIN THE DRIP LINE OF ANY TREE TO BE RELOCATED ON SITE UNLESS THE ACTIVITY IS BEING DONE TO PROTECT TREES.
    B. DO NOT DISCHARGE OR CONTAMINATE THE SOIL WITHIN THE DRIP LINE OF ANY TREE TO BE RELOCATED ON SITE WITH ANY CONSTRUCTION MATERIALS SUCH AS PAINT,OIL,SOLVENTS, PET-ROLEUM PRODUCTS,ASPHALT,CONCRETE, MORTAR, OR OTHER MATERIALS THAT MAY CAUSE ADVERSE IMPACTS.
    C. CLEARING OF VEGETATION WITHIN THE DRIP LINE OF TREES DESIGNATED FOR PRESERVATION SHALL ONLY BE BY HAND OR LIGHT RUBBER WHEELED EQUIPMENT THAT WILL NOT DAMAGE TREE ROOTS.
    D. MAKE NO ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE AND NON-DAMAGING NATURE,TO ANY TREE TO BE RETAINED ON THE SITE.
    E. DO NOT CHANGE THE NATURAL GRADE ABOVE THE ROOT SYSTEM WITHIN THE DRIP LINE OF ANY TREE TO BE RETAINED ON SITE UNLESS IT CAN BE DEMONSTRATED TO THE TOWN THAT IT WILL NOT DAMAGE THE TREE.
    F. AVOID ANY ENCROACHMENTS, EXCAVATIONS OR SEVERE GRADE CHANGES WITHIN THE DRIP LINE OF PRESERVED TREES THAT WILL IMPACT ANY TREE SCHEDULE TO REMAIN.

17. PLANT SIZE SPECIFICATIONS TAKE PRECEDENCE OVER CONTAINER SIZE.

18. CONTRACTOR TO VERIFY QUANTITIES AND REPORT ANY DISCREPANCIES TO THE OWNER, IT'S REPRESENTATIVE, OR LANDSCAPE ARCHITECT.

19. ALL GROUND COVER SHALL HAVE A MINIMUM 50% COVERAGE AT INSTALLATION AND 100% COVERAGE IN 6 MONTHS.

20. EXCAVATE ALL PLANTING ISLANDS TO A MINIMUM OF 12" AND BACKFILL WITH SPECIFIED PLANTING MIX.

21. IRRIGATION SYSTEM WILL HAVE **100%** COVERAGE WITH 100% OVERLAP WITH NO OVER SPRAY ON WALKS.SYSTEM SHALL INCLUDE A RAIN SENSOR AND RUST FREE WATER. ALL EXPOSED RISERS TO BE PAINTED FLAT BLACK

22. ALL ROOT BALLS SHALL CONFORM TO THE SIZE STANDARDS SET FORTH IN 'AMERICAN STANDARDS FOR NURSERY STOCK'.

23. ALL PLANT MATERIAL SHALL BE PROTECTED DURING TRANSPORT AND DELIVERY TO FINAL LOCATION WITH SHADE CLOTH OR OTHER ACCEPTABLE MEANS OF WINDBURN PREVENTION. ALL PLANT MATERIAL TO BE PLANTED ON THE SAME DAY IT ARRIVES ON SITE.

24. ALL PLANT MATERIAL SHALL BE INSTALLED IN A SOUND, WORKMAN- LIKE MANNER AND ACCORDING TO ACCEPTED GOOD PLANTINGAND TREE RELOCATION PROCEDURES WITH THE QUALITY OF PLANT MATERIALS AS HEREINAFTER DESCRIBED.ALL ELEMENTS OF LANDSCAPING SHALL BE INSTALLED SO AS TO MEET ALL APPLICABLE ORDINANCES AND CODE REQUIREMENTS.

25. THERE SHALL BE NO CHAINS OR CABLES USED ON TREES OR PALMS. HANDLE WITH PADDED NYLON STRAPS OR OTHER MEANS TO PROTECT FROM EQUIPMENT DAMAGE.

26. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN TWO (2) WEEKS OF WRITTEN NOTICE AND GUARANTEE FOR TWELVE (12) MONTHS FROM DATE OFINSTALLATION.

27. CONTRACTOR SHALL MULCH ALL PLANT MATERIAL THROUGHOUT AND COMPLETELY TO A THREE INCH (3") DEPTH OF LOOSE, WEED FREE STERILIZED MULCH.

28. CONTRACTOR TO REQUEST INSPECTION OF PROJECT IN WRITING. IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH CONDITIONS OF CONTRACT DOCUMENTS, THEN THE OWNER, ITS REPRESENTATIVE, AND LANDSCAPE ARCHITECT SHALL DECLARE THE PROJECT SUBSTANTIALLY COMPLETE.

29. ALL PLANT MATERIAL IS TO BE TAGGED AT THE NURSERY BY CONTRACTOR. THE LANDSCAPE ARCHITECT MAY BE PRESENT DURING SELECTION AND TAGGING ACTIVITIES WITH NOTIFICATION AT LEAST 2 WEEKS IN ADVANCE.

30. PROTECT PLANTS DURING DELIVERY TO PREVENT DAMAGE TO ROOT BALL OR DESICCATION OF LEAVES AND FRONDS.

31. NOTIFY THE LANDSCAPE ARCHITECT OF DELIVERY SCHEDULE IN ADVANCE SO PLANT MATERIAL MAY BE INSPECTED UPON ARRIVAL AT JOB SITE.

32. REMOVE UNACCEPTABLE PLANT MATERIAL IMMEDIATELY FROM JOB SITE.

33. DELIVER FERTILIZER TO SITE IN ORIGINAL UNOPENED CONTAINERS BEARING MANUFACTURER'S GUARANTEED CHEMICAL ANALYSIS,NAME, TRADE NAME, TRADEMARK,AND CONFORMANCE TO FLORIDA STATE LAW.

34. PROTECT ROOTS OF PLANT MATERIAL FROM DRYING OR OTHER POSSIBLE INJURY. KEEP PLANT BALL MOIST AT ALL TIMES.

35. REPAIR DAMAGE TO OTHER PLANTS OR CONSTRUCTION WORK DURING PLANT PLACEMENT AND/OR REPLACEMENT INCLUDING,BUT NOT LIMITED TO, DAMAGE TO EXISTING TREES,WALKS, STRUCTURES,SITE FURNISHINGS, ETC.

36. NURSERY GROWN STOCK SHALL BE GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT.

37. TEST FILL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE AND PERCOLATION IS AVAILABLE. PITS THAT ARE FOUND TO NOT BE ADEQUATELY DRAINING SHALL BE EXCAVATED TO A DEPTH SUFFICIENT FOR DRAINAGE AND BACKFILLING WITH COARSE SAND, AND 6 INCHES OF PLANTING SOIL ADDED BELOW THE ROOT BALL AND COMPACTED BY FLOODING PRIOR TO PLANTING. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE, REPLACE WITH SAME SPECIES SIZE AND SPECIFICATION.

38. GENERAL PLANTING
    A. IRRIGATION SHALL BE 100% OPERATIONAL PRIOR TO PLANT MATERIAL INSTALLATION.
    B. THE LANDSCAPE ARCHITECT SHALL RESERVE THE RIGHT TO REJECT ANY AND ALL PLANT MATERIAL NOT MEETING SPECIFICATIONS AT THE JOBSITE
    C. REMOVE BURLAP FROM TOP 1/2 OF ROOT BALL.
    D. CENTER PLANT IN PIT OR TRENCH.
    E. FACE FOR BEST EFFECT,OR AS DIRECTED BY THE LANDSCAPE ARCHITECT.
    F. SET PLANT PLUMB AND HOLD RIGIDLY IN POSITION UNTIL SOIL HAS BEEN TAMPED FIRMLY AROUND PLANTING BALL.
    G. USE ONLY PLANTING SOIL BACKFILL AS SPECIFIED ON THIS SHEET- SOIL PREPARATION AND MIXES.
    H. PLACE SUFFICIENT PLANTING SOIL UNDER PLANT TO BRING TOP OF PLANTING BALL TO FINISH GRADE.
    I. BACKFILL PIT OR TRENCH WITH PLANTING SOIL IN 9-INCH LAYERS AND WATER EACH LAYER THOROUGHLY TO SETTLE SOIL AND WORK SOIL COMPLETELY AROUND ROOTS AND PLANTING BALL.
    J. AFTER SOIL SETTLES FILL PIT WITH PLANTING SOIL, WATER,AND LEAVE PIT SURFACE EVEN WITH FINISH GRADE.
    K. BRACES SHALL BE INSTALLED, AS SPECIFIED HEREIN,WHILE THE TREE IS SUPPORTED BY MACHINERY.
    L. TOPSOIL BERM
        L.A. CONSTRUCT A TOPSOIL BERM 6-INCHES ABOVE FINISH GRADE FORMING A WATERING BASIN WITH A LEVEL BOTTOM AROUND EACH PALM OR TREE.
        L.B. THE TOPSOIL BERM SHALL FORM A WATERING BASIN 1 FOOT GREATER THAN DIAMETER OF PLANTING BALL.
        L.C. COMPLETELY MULCH WATERING BASIN AND BERM TO AVOID ANY EXPOSED DIRT.

39. BALLED AND BURLAPPED PLANTS (B & B):
    A. PLACE IN PIT ON PLANTING SOIL BACKFILL MATERIAL THAT HAS BEEN HAND-TAMPED PRIOR TO PLACING PLANT
    B. PLACE WITH BURLAP INTACT SO LOCATION OF GROUND LINE AT TOP OF BALL IS SAME AS AT NURSERY WHERE GROWN.
    C. REMOVE BINDING AT TOP HALF OF THE PLANTING BALL AND CUT OFF EXPOSED BURLAP.
    D. DO NOT PULL WRAPPING FROM UNDER PLANTING BALL.
    E. DO NOT PLANT IF PLANTING BALL IS CRACKED,BROKEN, OR SHOWING EVIDENCE OF VOIDS BEFORE OR DURING PLANTING PROCESS. REPLACE WITH PLANT OF SAME SPECIES, SIZE,AND SPECIFICATION.

SOIL PREPARATION AND SOIL MIX :

1. ALL PLANTS NOTED FOR REMOVAL SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE AT CONTRACTOR'S EXPENSE UNLESS OTHERWISE NOTED.

2. APPLY ROUNDUP (MANUFACTURED BY MONSANTO CORP.)ACCORDING TO MANUFACTURER'S RATE AND SPECIFICATION WITHIN LIMITS OF ALLAREAS TO BE PLANTED. PROTECT EXISTING PLANTS TO REMAIN FROM OVER SPRAY OR SPRAY WITHIN ROOT ZONE. CONTRACTOR TO ENSURE TOTAL WEED ERADICATION.CONTRACTOR TO PROVIDE MANUFACTURER'S SPECIFICATIONS FOR APPROVAL

3. BEFORE REPLACING TOPSOIL,RAKE SUBSOIL SURFACE CLEAR OF STONES (1" DIAMETER AND LARGER);DEBRIS,RUBBISH, AND REMAINING ROOTS FROM REMOVED PLANT MATERIAL

4. SCARIFY SUBSOIL TO A DEPTH OF THREE INCHES (3").

5. CONTRACTOR TO APPLY "SURFLAN" OR APPROVED PRE-EMERGENT HERBICIDE IN ACCORDANCE WITH MANUFACTURER'S RATE AND SPECIFICATIONS. CONTRACTOR TO PROVIDE MANUFACTURER'S SPECIFICATIONS FOR APPROVAL

6. PLANTING SOIL MIXFOR TREES,SHRUBS, AND GROUND COVER SHALL CONSIST OF A THOROUGHLY BLENDED MIXTURE OF:
    PALMS
    90% CLEAN D.O.T. SAND
    10% APPROVED TOPSOIL/FLORIDA PEAT MIXTURE
    TREES,SHRUBS,GROUNDCOVER
    70% CLEAN DOT SAND
    30% APPROVED TOPSOIL/FLORIDA PEAT MIXTURE

7. FLORIDA PEAT SHALL BE FREE OF DELETERIOUS MATERIALS THAT WOULD BE HARMFUL TO PLANT GROWTH. SHALL BE FREE OF NEMATODES.SHALL BE OF UNIFORM QUALITY, AND SHALL BE STERILIZED TO MAKE FREE OF ALL VIABLE NUT GRASS AND OTHER UNDESIRABLE WEEDS.FLORIDA PEAT SHALL HAVE A PH VALUE BETWEEN 6.5 AND 7.5 (AS DETERMINED IN ACCORDANCE WITH ASTM E70). 6.5. IF NECESSARY, THE CONTRACTOR SHALL APPLY THE APPROPRIATE SOIL AMENDMENTS ADJUSTING SOIL PH TO ASSURE A PH RANGE OF 5.5 TO 6.5.

8. TOPSOIL SHALL BE NATURAL FERTILE AGRICULTURAL SOIL CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL BE OF UNIFORM COMPOSITION THROUGHOUT, WITH ADMIXTURE OF SUBSOIL. IT SHALL BE FREE OF STONES, LUMPS,LIVE PLANTS AND THEIR ROOTS, STICKS, AND OTHER EXTRANEOUS MATTER, SPREAD TOPSOIL MIXTURE TO MINIMUM DEPTH OF 12" IN ALL LANDSCAPE AREAS AND 4" THROUGH-OUT ALL LAWN AREAS. REMOVE ALL ROCKS AND OTHER OBJECTS OVER 1" IN DIAMETER.

9. SMOOTH ALL SOIL MIXTURE TO FIVE INCHES (5") BELOW TOP OF SURROUNDING PAVEMENT EDGES.

10. CONTRACTOR TO PROVIDE MINIMUM DRESSING OF THREE INCHES (3") OF MULCH TO ALL LANDSCAPE AREAS. TYP.

11. FINISH GRADE ALL TOP SOIL AREAS TO A SMOOTH, EVEN SURFACE,ASSURING POSITIVE DRAINAGE AWAY FROM THE STRUCTURES AND ELIMINATE ANY LOW AREAS WHICH MAY COLLECT WATER.

12. CONTRACTOR TO REMOVE DEBRIS AND EXCESS MATERIAL IMMEDIATELY FROM JOB SITE.

13. TEST FILL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE AND PERCOLATION IS AVAILABLE. THE RELATIVE PERMEABILITY OF THE SOIL SHALL BE 2O1N./HR. MIN. PITS THAT ARE FOUND TO NOT BE ADEQUATELY DRAINING SHALL BE EXCAVATED TO A DEPTH SUFFICIENT FOR DRAINAGE AND BACKFILLING WITH COARSE SAND,AND 6 INCHES OF PLANTING SOIL ADDED BELOW THE ROOT BALL AND COMPACTED BY FLOODING PRIOR TO PLANTING. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. REPLACE WITH SAME SPECIES SIZE AND SPECIFICATION.

14. SUBMITTALS:
    A. TEST REPORTS
        A.A. RESULTS OF TOPSOIL ANALYSIS
        A.B. RESULTS OF WATER ANALYSIS
        A.C. RESULTS OF PLANTING SOIL MIX ANALYSIS,INCLUDING CONTENT ANALYSIS
    B. CERTIFICATES
        B.A. MANUFACTURERS CERTIFICATION AND/OR TESTING LABORATORY CERTIFICATION THAT CONTENT OF SOIL CONDITIONERS MEET SPECIFIED REQUIREMENTS
        B.B. LITERATURE AND PROPOSED APPLICATION RATES OF SOIL AMENDMENTS
        B.C. LITERATURE AND PROPOSED APPLICATION RATES FOR ALL HERBICIDES AND STERILIZERS

15. MECHANICAL ANALYSIS FOR WELL-GRADED TOPSOIL SHALL BE AS FOLLOWS: SIEVE SIZE PERCENTAGE PASSING BY DRY WEIGHT

1/4 IN.	90-92%
NO. 10	50-55%
NO. 40	20-25%
NO. 100	4-6%
NO. 200	0-1%

16. CONTRACTOR SHALL REMOVE ALL STAKING OF TREES AND PALMS AFTER TWELVE (12) MONTHS OF SUBSTANTIAL COMPLETION.

17. SOIL AMENDMENTS:
    A. FERTILIZER
        A.A. ALL FERTILIZERS SHALL BE MANUFACTURED FROM QUALITY MATERIALS, BE FREE FROM IMPURITIES,UNIFORM IN COMPOSITION, MEET RECOGNIZED STANDARDS FOR EFFECTIVENESS,AND BE FREE FLOWING AND SUITABLE FOR APPLICATION WITH APPROVED EQUIPMENT
        A.B. ALL FERTILIZER SHALL BE DELIVERED TO THE SITE IN BAGS OR OTHER CONVENIENT CONTAINERS,EACH FULLY LABELED, CONFORMING TO THE APPLICABLE STATE FERTILIZER LAWS, AND BEARING THE GRADE AND THE TRADE NAME OF THE PRODUCER.
        A.C. DIE HARD ROOT REVIVER- ENDO AND ECTOMYCORRIZAL INOCULANT, AS MANUFACTURED BY DIE HARD, 1-(800)628.6373 OR APPROVED EQUAL.
        A.D. DIE HARD TRANSPLANT - ONE STEP - ENDO AND ECTOMYCORRIZAL INOCULANT, AS MANUFACTURED BY DIE HARD,1-(800)628.6373 OR APPROVED EQUAL.
        A.E. DIE HARD PALM TRANSPLANT- ENDOMYCORRIZAL INOCULANT, AS MANUFACTURED BY DIE HARD.1-(800) 628.6373 OR APPROVED EQUAL.
        A.F. TIME RELEASE,PALM MIX FERTILIZER WITH MINOR ELEMENTS OR APPROVED EQUAL.
        A.G. TIME RELEASE,TREE AND SHRUB MIX FERTILIZER,6-8-8, WITH MINOR ELEMENTS OR APPROVED EQUAL
        A.H. AGRIFORM PLANTING TABLETS,X-LAR PLUS MINORS,AS MANUFACTURED BY GRACE SIERRA,1-(408) 263.8080 OR APPROVED EQUAL.
        A.I. WETTING AGENT TO BE TERRA SORB OR APPROVED EQUAL.
        A.J. SOIL CONDITIONER TO BE "SUPER LESCO WE", AS MANUFACTURED BY LESCO,INC. OR APPROVED EQUAL.
    B. WATER IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE NECESSARY CLEAN AND POTABLE WATER TO THE SITE FOR USE IN WATERING.
    C. SAND: CLEAN, SHARP, BUILDERS SAND,FREE DRAINING AND FREE OF SUBSTANCES HARMFUL TOGROWTH OF PLANTS.
    D. PEAT: FLORIDA PEAT FROM APPROVED SOURCE.
    E. COMPOST: FROM APPROVED SOURCE.

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PREPARED FOR
GARCIA STROMBERG
2365 VISTA PKWY #16
WEST PALM BEACH, FL 33411

REGISTERED LANDSCAPE ARCHITECT AARON C. ELSWICK LA 6667581 STATE OF FLORIDA

PROJECT
EL-AD N. BAY VILLAGE
7913 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

ISSUED
JUNE 20, 2025

REVISIONS

NO	DATE	ISSUE
01	10.03.2025	REVISION 1
02	01.09.2026	REVISION 2
03	03.09.2026	REVISION 3

CHECKED BY ACF
DRAWN BY ACE / KNT

SHEET TITLE
PLANTING NOTES

SHEET NUMBER
L-102

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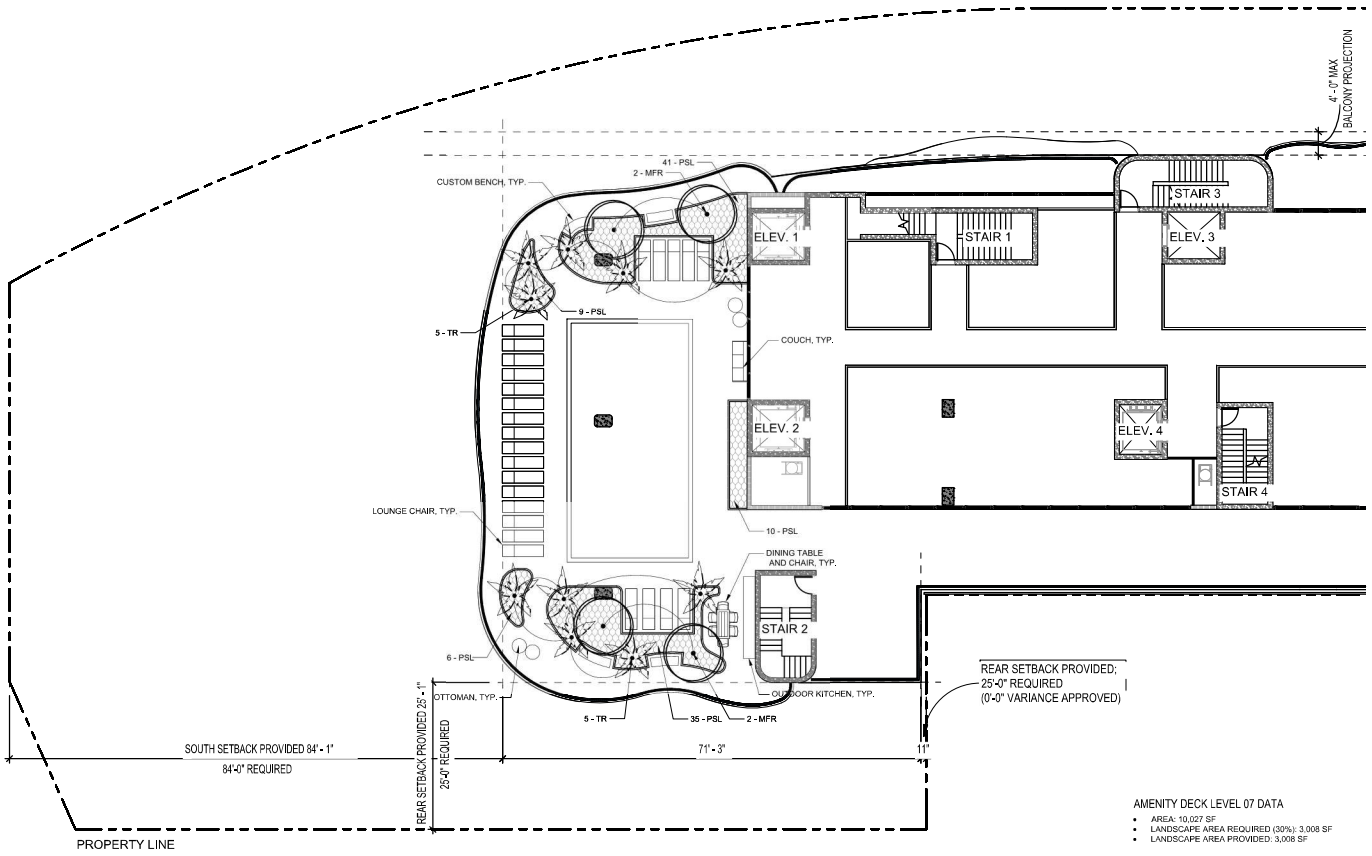

HARDSCAPE LEGEND

- DINING TABLE AND CHAIRS
- COUCH
- LOUNGE CHAIR
- CUSTOM BECH
- OTTOMAN
- OUTDOOR KITCHEN

AMENITY DECK LEVEL 07 DATA

- AREA: 10,027 SF
- LANDSCAPE AREA REQUIRED (30%): 3,008 SF
- LANDSCAPE AREA PROVIDED: 3,008 SF

PLANTING NOTES

1. THE LANDSCAPE PLAN FOR ALINA RESIDENCES ON THE BAY INTENDS TO UTILIZE STRATEGIES THAT ARE TO CONTRIBUTE TO ACHIEVING POINTS TOWARDS THE GREEN BUILDING PROGRAM.
   - SITES CERTIFICATION FOR LANDSCAPING (4)
   - 100% NATIVE PLANTS IN LANDSCAPING (4)
   - FLORIDA-FRIENDLY LANDSCAPE RECOGNITION (GOLD) (4)
   - COOL PAVEMENT (4)
   - **POLLINATOR GARDEN (2)
2. "LANDSCAPE ARCHITECT TO INCLUDE CERTIFIES AND NOTARIZED NOTICE OF COMPLIANCE AT TIME OF COMPLETION."
3. LANDSCAPE IS 100% MIAMI-DADE COUNTY NATIVE VEGETATION
4. THIS LANDSCAPE STRATEGY WILL COMPLY WITH THE 9 PRINCIPALS AND REQUIREMENTS TO ACHIEVE GOLD-LEVEL RECOGNITION BY FLORIDA FRIENDLY LANDSCAPING TM PROGRAM.
5. WILDLIFE HABITAT CERTIFICATION FROM THE NATIONAL WILDLIFE FEDERATION POLLINATOR STEWARD CERTIFICATION WILL BE ACHIEVED FROM THE POLLINATOR PARTNERSHIP OR SIMILAR.
6. HDG WILL SUBMIT A PREPARER'S CERTIFICATE OF COMPLIANCE UPON INSTALLATION AND PROJECT COMPLETION.
7. DEVELOPMENTS SHALL COMPLY WITH EXISTING LANDSCAPE REQUIREMENTS, AS WELL AS CHANGES IMPLEMENTED IN THE FUTURE TO CONFORM TO CONTIGUOUS DEVELOPMENTS AND LANDSCAPING PLANS IMPLEMENTED FOR THE CAUSEWAY AND INTERIOR ISLAND AREAS.

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ISSUED

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NO	DATE	ISSUE
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02	01.09.2026	REVISION 2
03	03.09.2026	REVISION 3

CHECKED BY ACF

DRAWN BY ACE / KNT

NORTH

SCALE IN FEET 1" = 10'

0' 5' 10' 20'

SHEET TITLE

AMENITY DECK LEVEL 07

SHEET NUMBER

L-103

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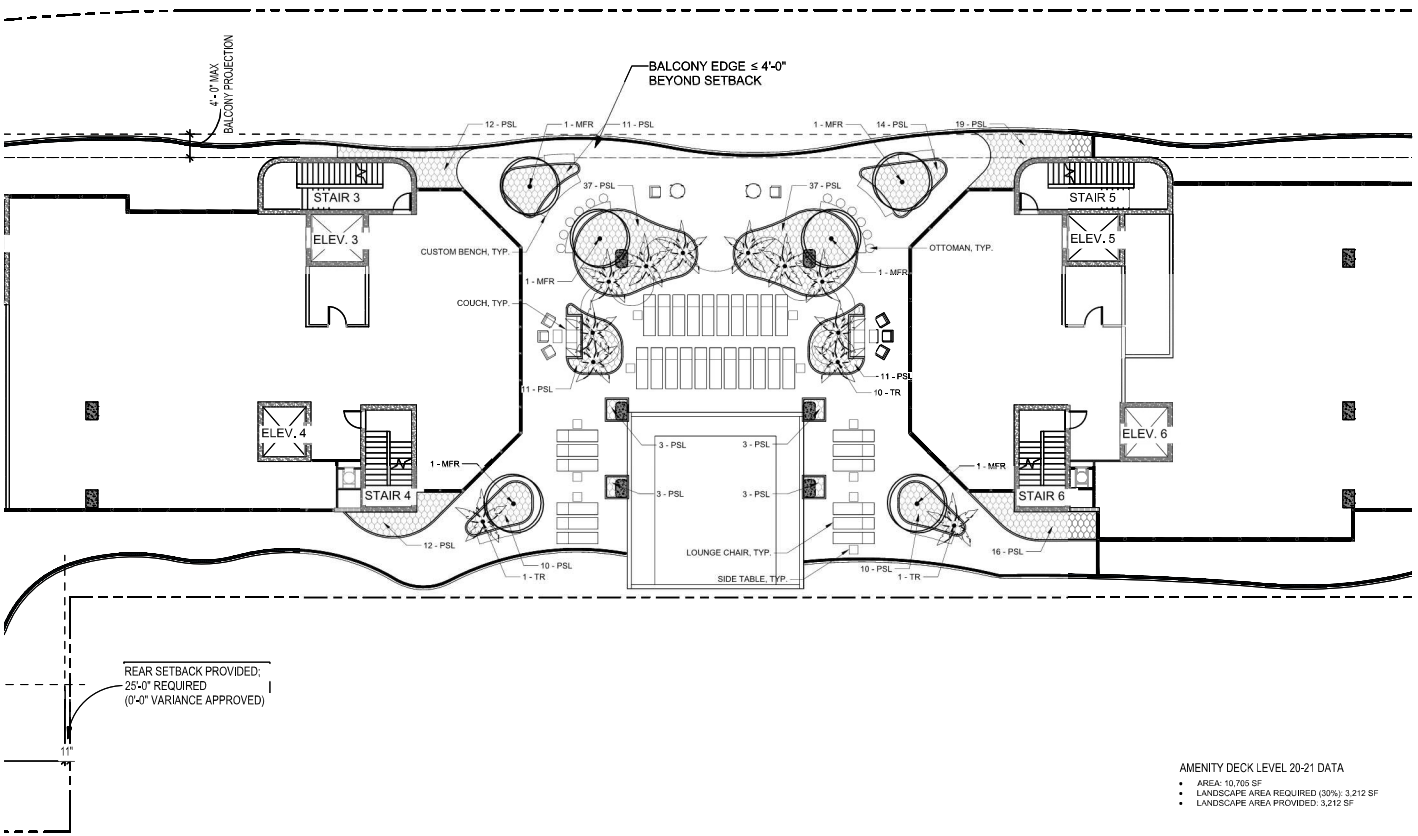
J:\Projects\South Florida\Garcia\Stromberg\Alina Residences on the Bay\05 Production\01 CAD\L-103 AMENITY DECK LEVEL 07.dwg



REAR SETBACK PROVIDED;
25'-0" REQUIRED
(0'-0" VARIANCE APPROVED)

11"

HARDSCAPE LEGEND

- SIDE TABLE
- COUCH
- LOUNGE CHAIR
- CUSTOM BECH
- OTTOMAN

AMENITY DECK LEVEL 20-21 DATA

- AREA: 10,765 SF
- LANDSCAPE AREA REQUIRED (30%): 3,212 SF
- LANDSCAPE AREA PROVIDED: 3,212 SF

PLANTING NOTES

1. THE LANDSCAPE PLAN FOR ALINA RESIDENCES ON THE BAY INTENDS TO UTILIZE STRATEGIES THAT ARE TO CONTRIBUTE TO ACHIEVING POINTS TOWARDS THE GREEN BUILDING PROGRAM.
   - SITES CERTIFICATION FOR LANDSCAPING (4)
   - 100% NATIVE PLANTS IN LANDSCAPING (4)
   - FLORIDA-FRIENDLY LANDSCAPE RECOGNITION (GOLD) (4)
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4. THIS LANDSCAPE STRATEGY WILL COMPLY WITH THE 9 PRINCIPALS AND REQUIREMENTS TO ACHIEVE GOLD-LEVEL RECOGNITION BY FLORIDA FRIENDLY LANDSCAPING TM PROGRAM.
5. WILDLIFE HABITAT CERTIFICATION FROM THE NATIONAL WILDLIFE FEDERATION POLLINATOR STEWARD CERTIFICATION WILL BE ACHIEVED FROM THE POLLINATOR PARTNERSHIP OR SIMILAR.
6. HDG WILL SUBMIT A PREPARER'S CERTIFICATE OF COMPLIANCE UPON INSTALLATION AND PROJECT COMPLETION.
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ISSUED
JUNE 20, 2025

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NO	DATE	ISSUE
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03	03.09.2026	REVISION 3

CHECKED BY: ACF
DRAWN BY: ACE / KNT

NORTH
SCALE IN FEET
1" = 10'
0' 5' 10' 20'

SHEET TITLE
AMENITY DECK LEVEL 20-21

SHEET NUMBER
L-104

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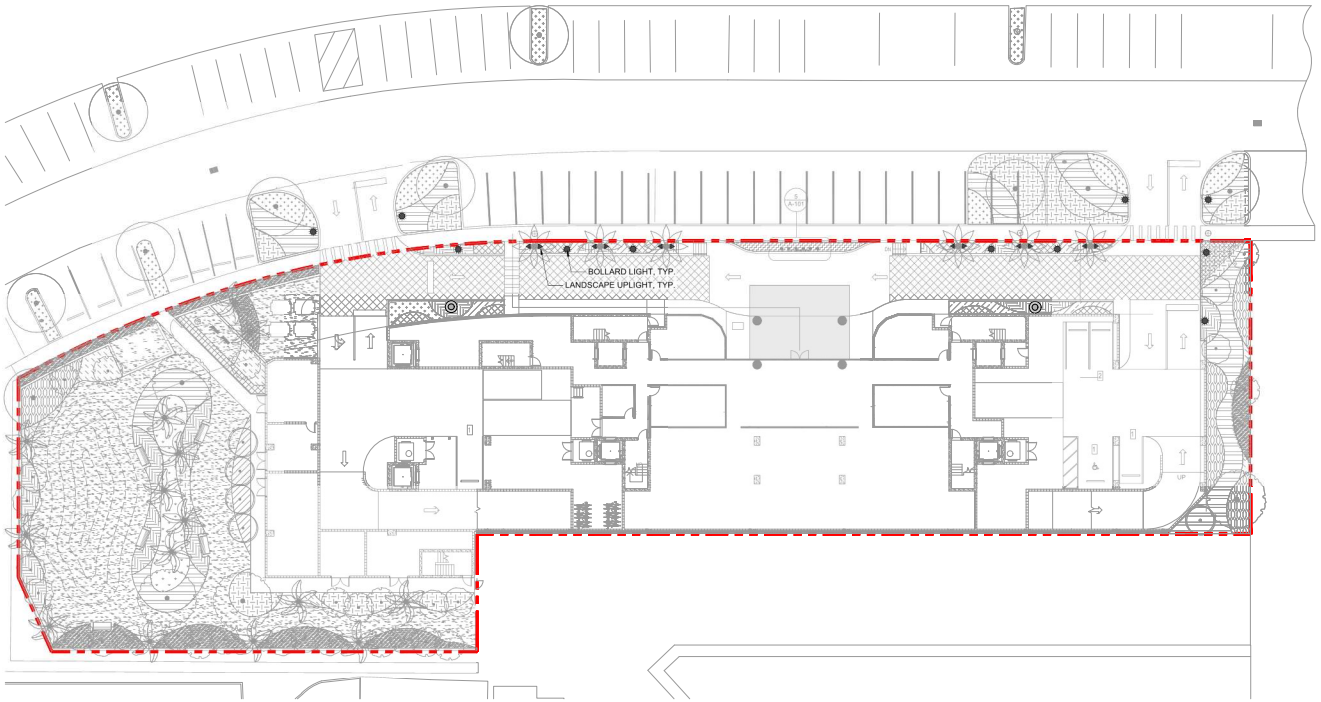
J:\Projects-South Florida\Garcia-Stromberg\Alina Residences on the Bay\05 Production\01 CAD\L-105 AMENITY DECK LEVEL 20-21.dwg

LIGHTING LEGEND

- LANDSCAPE UPLIGHT
- BOLLARD LIGHT



TYPE	PHOTO/LINK	DESCRIPTION	QTY	UNIT	LOCATION	MANUFACTURER	CATALOG NUMBER	VOLTS	COLOR TEMP	INPUT WATTS	FINISH	DIMMING	MOUNTING	NOTES
L1		Landscape Uplight	81	EA	Landscape Areas; See Plan	Garden	V3752 AB + transformer	remote transformer input 120V	2700K	9W	Architectural Bronze	N/A	uplight	

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CORAL SPRINGS, FL 33071
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HITCHCOCKDESIGNGROUP.COM

PREPARED FOR
GARCIA STROMBERG
2365 VISTA PKWY #16
WEST PALM BEACH, FL 33411

REGISTERED LANDSCAPE ARCHITECT AARON C. ELSWICK LA 6667581 STATE OF FLORIDA

PROJECT
EL-AD N. BAY VILLAGE
7913 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

ISSUED
JUNE 20, 2025

REVISIONS

NO	DATE	ISSUE
01	10.03.2025	REVISION 1
02	01.09.2026	REVISION 2
03	03.09.2026	REVISION 3

CHECKED BY ACF
DRAWN BY ACE / KNT

NORTH
SCALE IN FEET 1" = 10'
0' 5' 10' 20'

SHEET TITLE
LIGHTING DIAGRAM

SHEET NUMBER
L-105

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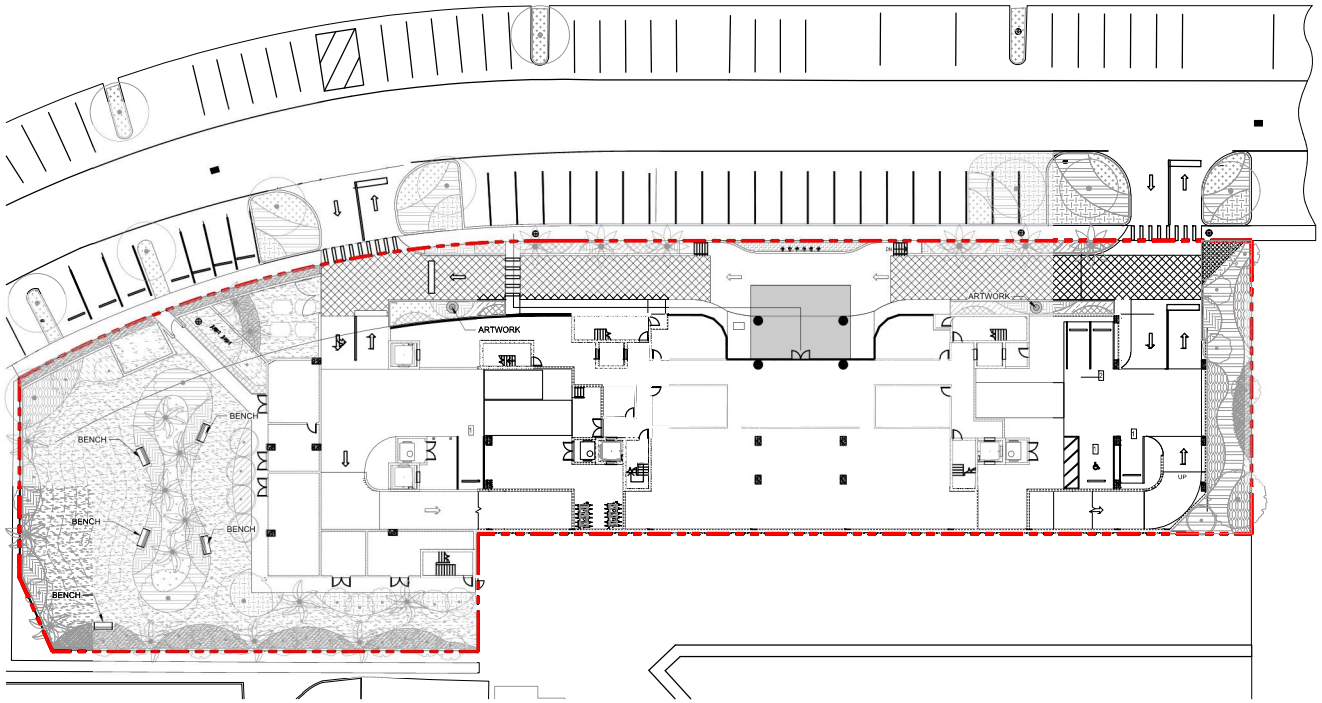
J:\Projects\South Florida\Garcia\Stromberg\Alex Residences on the Bay\05 Production\01 CAD\L-105 LIGHTING CIM.dwg



FURNITURE LEGEND

ARTWORK

BENCHES

HITCHCOCK DESIGNGROUP

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CORAL SPRINGS, FL 33071
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PREPARED FOR

GARCIA STROMBERG

2365 VISTA PKWY #16
WEST PALM BEACH, FL 33411

REGISTERED LANDSCAPE ARCHITECT AARON C ELSWICK LA 6667581 STATE OF FLORIDA

PROJECT

EL-AD N. BAY VILLAGE

7913 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

ISSUED

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03	03.09.2026	REVISION 3

CHECKED BY
ACF

DRAWN BY
ACE / KNT

NORTH

SCALE IN FEET
1" = 10'
0' 5' 10' 20'

SHEET TITLE

GROUND LEVEL FURNITURE DIAGRAM

SHEET NUMBER

L-106

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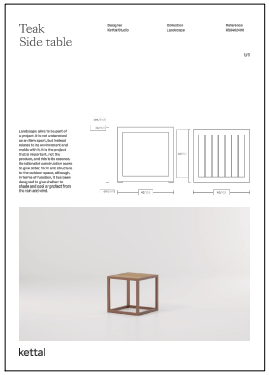
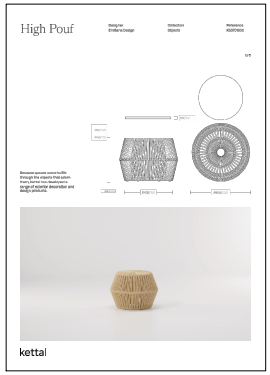
J:\Projects-South Florida\Garcia-Stromberg\Alta Residences on the Bay\05 Production\01 CAD\L-106 GROUND LEVEL FURNITURE DIAGRAM.dwg



1 SIDE TABLE
NOT TO SCALE



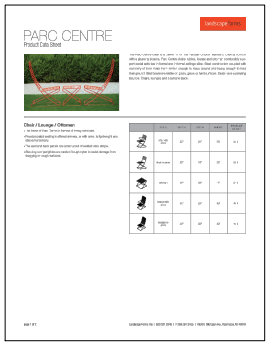
4 OTTOMAN
NOT TO SCALE



2 DINING TABLE
NOT TO SCALE



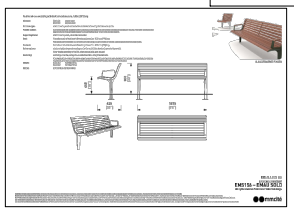
5 LOUNGE CHAIR
NOT TO SCALE



3 DINING CHAIR
NOT TO SCALE



6 COUCH
NOT TO SCALE



7 BENCH
NOT TO SCALE

UF IFAS Extension UNIVERSITY of FLORIDA — Florida-Friendly Landscaping™ PROGRAM

Florida-Friendly Landscaping™ Checklist for New Construction, Multi-Family, and Commercial Properties
(excludes communities)

Project Information:
Name: Alex Fenech Phone: 754.277.4254
Address: 1999 N. University Drive, Suite 202 City: Coral Springs Zip: 33071
County: Broward Email: afenech@hitchcockdesigngroup.com Date: 09/30/2025

For silver level recognition, a landscape must meet all required practices and achieve (3) First Tier, (2) Second Tier, and (2) Third Tier practices. If the landscape has an in-ground irrigation system, (2) Irrigation practices must also be met.

For gold level recognition, a landscape must meet all required practices plus the additional gold level practices. The landscape must achieve (4) First Tier, (3) Second Tier, and (3) Third Tier practices. If the landscape has an in-ground irrigation system, (3) Irrigation practices must also be met.

Required Practices for Silver and Gold

General

X	Landscape meets state, county and municipal codes. (Local ordinances may not prohibit Florida-Friendly Landscaping™)

Vegetation and Soils

X	Lots less than 1/3 acre do not contain any plants found on the current UF/IFAS Assessment **"Prohibited"** list (http://assessment.ifas.ufl.edu/assessments/?types=24208) **OR** Lots that are greater than 1/3 acre do not contain any plants found on the current UF/IFAS Assessment **"Prohibited"** list (http://assessment.ifas.ufl.edu/assessments/?types=24208) within 50 feet of the structure (foundation or conditioned space)
X	Maintained landscape contains at least ten plant species.
X	The results of a soil pH test have been used to guide plant choices. (Consult the local UF/IFAS Extension office for more information)

Irrigation (If no irrigation system is used, credit can be given for satisfying all practices)

X	Irrigation system meets or exceeds state and local regulations.
X	Irrigation system has a properly installed and functional rain shutoff device as required by law. (Listed in specifications)
X	Irrigation system maximizes uniformity with head to head coverage.
X	Irrigation system is calibrated to apply ½" to ¾" of water per application to turfgrass areas. (Listed in specifications)
X	Spray and rotor heads are installed on separate zones.

Mulch

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UF IFAS Extension UNIVERSITY of FLORIDA — Florida-Friendly Landscaping™ PROGRAM

X	A 2"-3" layer of one of the mulches recommended in the FYN Handbook, is applied over tree roots, shrubs, and in plant beds.

Waterfront (If site is not on the waterfront, credit can be given for satisfying all practices)

	A low-maintenance zone of at least 10 feet is created along waters' edge. **OR** Native aquatic plants are located in the littoral zone or on floating mats.

Gold (All of the following required practices must also be met for Gold level recognition)

Vegetation

X	Maintained landscape does not contain any plants found on the current UF/IFAS Assessment **"Invasive-Not Recommended"** list (http://assessment.ifas.ufl.edu/assessments/?types=1080,1074,24208).
	Maintained landscape contains at least 15 plant species.

Irrigation (If no irrigation system is used on site, credit can be given for satisfying all required practices.)

X	A smart controller (evapotranspiration, soil moisture sensor, or similar device) is installed and operational.
X	Micro-irrigation is installed in all landscape beds and is zoned separately from traditional heads.

Installation

X	Installation of landscape is consistent with UF/IFAS recommendations as per current GI-BMP manual.

Stormwater

X	All downspouts are directed to pervious areas.

Additional practices for commercial, institutional, and multi-family projects.

	Native topsoil is saved and re-used onsite. **OR** Parking areas have depressed planted areas, or other innovative stormwater treatment systems (porous asphalt, pervious concrete, subsurface gravel wetland, tree box filter, bio-retention boxes) either in place of stormwater ponds or in addition to them, to capture and filter stormwater.

Notes:

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UF IFAS Extension UNIVERSITY of FLORIDA — Florida-Friendly Landscaping™ PROGRAM

Tiered Practices

For silver level recognition, a landscape must meet all required practices and achieve (3) First Tier, (2) Second Tier, and (2) Third Tier practices. If the landscape has an in-ground irrigation system, (2) Irrigation practices must also be met.

For gold level recognition, a landscape must meet all required practices plus the additional gold level practices. The landscape must achieve (4) First Tier, (3) Second Tier, and (3) Third Tier practices. If the landscape has an in-ground irrigation system, (3) Irrigation practices must also be met.

First Tier: 4 req.

X	Long-lived native trees are preserved or planted as part of the landscape design.
X	Plants are located in site conditions that are suited to their needs.
X	FFL recommended mulch is used on site.
X	Landscape features retain runoff on the property. Ex: rain gardens, swales, berms.
	At least 50% of hardscape surfaces are made of porous materials.
	A cistern, rain barrel or other water harvesting practice is used with proper mosquito prevention techniques in place.
(4) X	Shrubs and groundcovers are used where grass is difficult to maintain.

Second Tier: 3 req.

X	Trees and shrubs are positioned to improve the building's heating and cooling capacity if space allows.
	Compost bin is installed or community compost bin is available for use.
	Plants that provide native or non-invasive berries and seeds for birds and other wildlife are present.
X	Host and nectar plants are present for butterflies, hummingbirds and/or other pollinators.
X	1/5-acre to 1-acre sites have at least two shade trees, at maturity. Sites larger than one acre have at least four shade trees per acre.
	Existing clusters of vegetation are retained or created in the design.
(4) X	Mulch is pulled away (1"-2") from the base of trees and shrubs.

Notes:

Revision Date: October 4, 2017 3

UF IFAS Extension UNIVERSITY of FLORIDA — Florida-Friendly Landscaping™ PROGRAM

Third Tier: 3 req.

X	Edge of rootball nearest to the foundation is at least 3 feet away.
X	Removed trees are either replanted or recycled on site.
	Salvaged or remanufactured materials are used for hardscape elements.
	Landscape preserves snags, tall grasses, or other dense vegetation which provide cover and shelter for wildlife.
	Man-made wildlife shelters are installed.
(3) X	Erosion prone areas are treated to minimize erosion.
	Self-mulching areas exist under trees where leaves can remain as they fall.

Irrigation Tier: (If the landscape has no in-ground system, these practices need not be met.) 3 req.

	Micro-irrigation is installed in at least 50% of landscape beds and is zoned separately from traditional heads.
X	Irrigation system operates early in the morning.
X	Sprays and rotors do not spray onto impervious surfaces or into micro-irrigation zones.
	Emitters are located at least three feet from building , do not spray building, and are unobstructed.
X	Irrigation system has a flow sensor that is connected to the irrigation controller, or has a sub-meter.
X	Infrastructure for using non-potable or lowest quality water for irrigation is present.
(5) X	Turfgrass and landscape beds are zoned separately.

Notes:

Required Practices Met: ____ Silver __X__ Gold ____ No

First Tier Practices Met: 4 **Second Tier Practices Met:** 4

Third Tier Practices Met: 3 **Irrigation Practices Met:** 5

Recognition Level Awarded: ____ Silver __X__ Gold ____ None

Revision Date: October 4, 2017 4

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PREPARED FOR
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2365 VISTA PKWY #16
WEST PALM BEACH, FL 33411

REGISTERED LANDSCAPE ARCHITECT AARON C. ELSWICK LA 6667581 STATE OF FLORIDA

PROJECT
EL-AD N. BAY VILLAGE
7913 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

ISSUED
JUNE 20, 2025

REVISIONS

NO	DATE	ISSUE
01	10.03.2025	REVISION 1
02	01.09.2026	REVISION 2
03	03.09.2026	REVISION 3

CHECKED BY ACF
DRAWN BY ACE / KNT

NORTH
SCALE IN FEET 1" = 10'
0' 5' 10' 20'

SHEET TITLE
HARDSCAPE DETAILS

SHEET NUMBER
L-107

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J:\Projects\South Florida\Garcia\Stromberg\Alta Residences on the Bay\05 Production\01 CAD\L-107 HARDSCAPE DETAILS.dwg

SITE PLAN SUBMITTAL

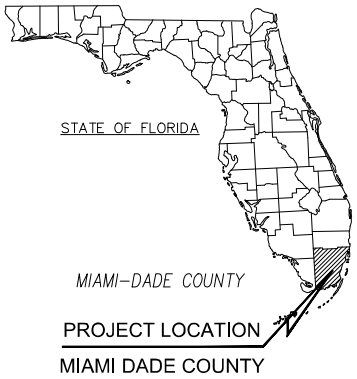
FOR

EL-AD N. BAY VILLAGE

NORTH BAY VILLAGE, FLORIDA 33141

MARCH 2026

SECTION 8 & 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST



PROJECT TEAM:

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2365 VISTA PARKWAY SUITE 16
WEST PALM BEACH, FLORIDA 33411
561-478-5855
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ROBERT PEREZ

CIVIL ENGINEER
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305-673-2025
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OWNER
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BOCA RATON, FL 3342
CONTACT: MATTHEW JEFFRIES

SURVEYOR
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1950 NW 94TH AVENUE, 2ND FLOOR
DORAL, FL 33172
305-477-6472
CONTACT: OMAR ARMENTEROS P.S.M.

LIST OF CONTACTS:

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1666 KENNEDY CAUSEWAY
NORTH BAY VILLAGE, FLORIDA 33141
CONTACT: STEVEN BUCKLAND

WATER AND SEWER
NORTH BAY VILLAGE WATER
AND SEWER DEPARTMENT
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NORTH BAY VILLAGE, FLORIDA 33141
CONTACT: STEVEN BUCKLAND

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9300 NW 41ST STREET
MIAMI, FLORIDA 33178
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CONTACT: ALAN COMINSKY

PLANNING AND ZONING
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NORTH BAY VILLAGE, FLORIDA 33141
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CONTACT: SILVIA E. VARGAS

TELEPHONE PROVIDER
AT&T DISTRIBUTION
9101 SW 24TH STREET, 1ST FLOOR
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CONTACT: DINO FARRUGGIO

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STEVEN BUCKLAND

BUILDING DIVISION
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NORTH BAY VILLAGE, FLORIDA 33141
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ELECTRIC PROVIDER
FLORIDA POWER AND LIGHT
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ST. AUGUSTINE, FL 32084
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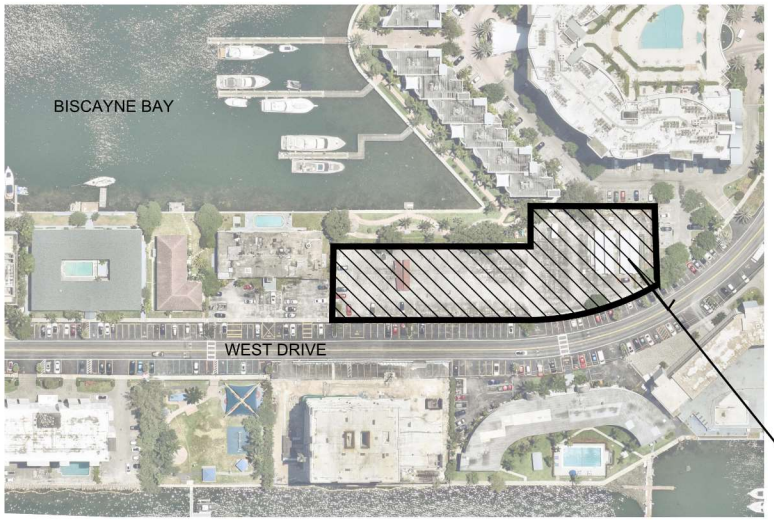
CONTACT: EDGAR AGUILAR

CABLE PROVIDER
COMCAST CABLE
2601 SW 145TH AVENUE
MIRAMAR, FL 33027
(786) 586-8505
CONTACT: RICARDO DAVIDSON



LOCATION MAP

GRAPHIC SCALE IN FEET
0 100 200 400

NORTH

Sheet List Table	
Sheet Number	Sheet Title
C-100	COVER SHEET
C-101	GENERAL NOTES
C-200	DEMOLITION NOTES
C-201	DEMOLITION PLAN
C-300	EROSION AND SEDIMENT CONTROL NOTES
C-301	EROSION AND SEDIMENT CONTROL PLAN
C-302	EROSION AND SEDIMENT CONTROL DETAILS
C-401	PAVING AND GRADING PLAN
C-402	DRAINAGE PLAN
C-403	PAVING GRADING AND DRAINAGE DETAILS
C-404	TYPICAL SECTIONS
C-500	WATER AND SEWER NOTES
C-501	WATER AND SEWER PLAN
C-601	TRAFFIC SIGNAGE AND MARKING PLAN

Kimley»Horn

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2 ALHAMBRA PLAZA, SUITE 500
CORAL GABLES, FL 33134
PHONE: 305-673-2025

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PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DATE: 3/9/2026

Kimley»Horn

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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY 35106

No	REVISIONS	DATE	BY

MATTHEW J. MOSS
LICENSE No 94878
STATE OF FLORIDA
PROFESSIONAL ENGINEER
MOSS, 09 2026

KHA PROJECT 243620000
DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MJM

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC
NORTH BAY VILLAGE FL

COVER SHEET

SHEET NUMBER
C-100

Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked.
Check positive response codes before you dig!

Plotted By:rkumbhoker Prjn: Sheet Set:EL-AD N. BAY VILLAGE Layout:C-100 March 09, 2026 06:30:04pm K:\MIA_Civil\243620000-7913 W DRIVE\CIVIL\CADD\PlanSheets\C-100 COVER SHEET.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

I. GENERAL NOTES AND SPECIFICATIONS

1. ALL MATERIALS AND CONSTRUCTION UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE LATEST REQUIREMENTS OF THE CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, THE FLORIDA BUILDING CODE, FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS AND SPECIFICATIONS, SOUTH FLORIDA WATER MANAGEMENT DISTRICT, U.S. ARMY CORPS OF ENGINEERS AND ALL OTHER LOCAL, STATE AND FEDERAL REQUIREMENTS.

2. LOCATIONS, SIZE AND MATERIAL OF EXISTING UTILITIES HAVE BEEN DETERMINED FROM AVAILABLE RECORDS. NEITHER THE DEVELOPER, CLIENT, OWNER NOR THE ENGINEER OF RECORD GUARANTEES THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HORIZONTALLY AND VERTICALLY LOCATE AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES ENCOUNTERED DURING CONSTRUCTION. THE CONTRACTOR SHALL PHYSICALLY FIELD VERIFY BOTH THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UNDERGROUND AND ABOVE GROUND UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BEAR ALL COSTS FOR THIS WORK.

3. ALL EXISTING UNDERGROUND OR ABOVEGROUND UTILITY PIPES, CABLES, DUCTS, EQUIPMENT, DEVICES, ETC. WITHIN OR OUTSIDE THE PROJECT CONSTRUCTION LIMITS WHICH ARE DAMAGED OR DISRUPTED AS A RESULT OF THE CONTRACTOR'S OPERATION, SHALL BE IMMEDIATELY REPAIRED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE UTILITY OWNER, REGARDLESS OF WHETHER THEY WERE SHOWN OR NOT SHOWN ON THE PLANS OR LOCATED OR NOT BY THE OWNER'S REPRESENTATIVE, THE UTILITY COMPANY, SUNSHINE STATE ONE-CALL OF FLORIDA, ETC.

4. ANY DISCREPANCIES BETWEEN THE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD PRIOR TO COMMENCING ANY CONSTRUCTION WORK.

5. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER OF RECORD.

6. ALL DEFECTIVE WORK NOT ACCEPTED BY THE ENGINEER OF RECORD, BY THE OWNER'S REPRESENTATIVE, OR BY ANY GOVERNMENTAL PERMITTING REGULATORY AGENCY SHALL BE IMMEDIATELY REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

7. ALL STAGING AREAS SHALL BE PROPERLY FENCED AND SECURED BY THE CONTRACTOR.

8. ALL AREAS WHICH ARE BEING EXCAVATED SHALL BE PROPERLY PROTECTED AND BARRICADED BY THE CONTRACTOR. ALL TRENCH WORK SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION EXCAVATION SAFETY STANDARDS, 29 C.F.R.S. 1926.650 SUBPART P AND THE FLORIDA TRENCH SAFETY ACT.

9. ALL EXISTING CONCRETE AND/OR ASPHALT PAVEMENT, CURB AND GUTTERS, CURBS AND WALKS, SOD, LANDSCAPING, FENCE, ETC. DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO ITS ORIGINAL CONDITIONS, AT NO ADDITIONAL COST TO THE OWNER OR CLIENT.

10. TEMPORARY ASPHALT PAVEMENT SHALL BE APPLIED TO ALL TRENCHES, WITHIN AN EXISTING PAVED RIGHT OF WAY, AT THE END OF EACH WORKDAY. PLATING MAY BE USED WITH THE RIGHT-OF-WAY OWNER'S PRIOR CONSENT.

11. PROVIDE FILL TO ENSURE THAT THE FINISH GRADE (INCLUDING SOD) IN LANDSCAPE AREAS ARE AT LEVEL OF CURBS AND/OR EDGE OF SIDEWALKS.

12. WHERE NEW GRADES BLEND INTO EXISTING GRADES IN LANDSCAPE AREAS PROVIDE A UNIFORM TRANSITION. PROTECT ALL EXISTING PAVEMENT AND LANDSCAPE AREAS THAT ARE TO REMAIN.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING UNINTERRUPTED WATER AND SEWER SERVICE DURING THE CONSTRUCTION OF THE TIE-IN CONNECTION OF ALL PROPOSED WATER OR SANITARY SEWER SYSTEMS, TO ANY EXISTING WATER OR SANITARY MAINS AND SERVICE LINES. ABANDONMENT SHALL NOT OCCUR UNTIL THE PROPOSED WORK HAS BEEN APPROVED AND ACCEPTED FOR OPERATION BY THE ENGINEER OF RECORD AND CITY OF NORTH BAY VILLAGE. ALL EXISTING FIRE HYDRANTS SHALL BE RECONNECTED TO THE FINAL WATER SYSTEM AS REQUIRED. CITY OF NORTH BAY VILLAGE FIELD OPERATIONS SECTION AND/ OR MIAMI DADE COUNTY FIRE DEPARTMENT WILL COORDINATE IN THE FIELD WITH THE WATER DISTRIBUTION DIVISION TO DETERMINE IF AN EXISTING FIRE HYDRANT SHALL BE REPLACED AS NEEDED OR REQUIRED.

14. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE PUBLIC HEALTH AND ENSURE JOB SAFETY. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFETY & HEALTH AGENCY (OSHA) STANDARDS AND FEDERAL, STATE AND LOCAL GOVERNMENT SAFETY REQUIREMENTS.

15. THE CONTRACTOR SHALL ENSURE THAT OVERFLOWS OR RAW SEWAGE SPILLS DO NOT OCCUR DURING CONSTRUCTION OF PROPOSED SANITARY SEWER TIE-IN CONNECTIONS.

16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT STORM WATER POLLUTION PREVENTION AND EROSION CONTROL MEASURES AND PRACTICES DURING CONSTRUCTION IN ACCORDANCE WITH THE EROSION CONTROL PLAN/DETAILS AND THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S.) PERMIT FOR CONSTRUCTION ACTIVITIES REQUIREMENTS.

17. CONTRACTOR SHALL ENSURE THAT ALL STORM WATER RUN-OFF WITHIN THE CONSTRUCTION AREA IS CONTAINED ON-SITE.

18. WHEN POWER POLES ARE ADJACENT TO ANY PROPOSED UTILITY, THE CONTRACTOR SHALL PROVIDE PROPER SHORING OR OTHER SUITABLE SUPPORT DURING CONSTRUCTION. THE SHORING AND SUPPORT METHODS SHALL BE APPROVED BY THE UTILITY COMPANY'S ENGINEERING DEPARTMENT.

19. DUE TO FEDERAL REGULATIONS, THE CONTRACTOR MUST MAINTAIN ACCESS TO GAS VALVES AT ALL TIMES AND MUST PROTECT AND WORK AROUND ANY GAS VALVES THAT ARE WITHIN THE PROJECT AREA.

20. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING SITE IMPROVEMENTS, FEATURES AND CONDITIONS SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE FOLLOWING

ONSITE TOPOGRAPHIC BOUNDARY SURVEY SPECIFICALLY PREPARED FOR THIS PROJECT:

TITLE: BOUNDARY SURVEY
DATE: 2/24/2025
DATA: CMAF ARMENTEROS P.S.M., FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94TH AVENUE, 2ND FLOOR
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21. ALL ELEVATIONS SHOWN ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29).

22. ALL UTILITY CONNECTIONS TO THE BLDG. SHALL BE CONSTRUCTED AND CAPPED OR PLUGGED FIVE FEET FROM THE PROPOSED BUILDING. CONTRACTOR SHALL PERFORM TIE-INS TO THE BUILDING. THE COST ASSOCIATED WITH THE TAPPING/PLUGGING OF THE UTILITIES SHALL BE INCLUDED IN THE CONTRACTOR'S BID PRICE.

23. CONTRACTOR SHALL COORDINATE WORK WITH OTHER UTILITY AND BUILDING TRADES WORKING ON THIS OR ADJACENT PROJECTS.

24. THE CONTRACTOR SHALL TAKE SPECIAL NOTE OF THE EXISTING SOIL CONDITIONS THROUGHOUT THIS PROJECT, ANY SPECIAL SHORING, SHEETING AND/OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY , EITHER PUBLIC OR PRIVATE, DURING CONSTRUCTION ACTIVITIES. ALL COST ASSOCIATED WITH SUCH WORK SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

25. AFTER LOCATING AND VERIFYING EXISTING UTILITY TIE IN POINTS, CONTRACTOR IS TO VERIFY THAT DESIGN COMPONENTS SUCH AS, BUT NOT LIMITED TO, PERCENT SLOPE, INVERT, TAP LOCATIONS, PIPE RUNS, INFRASTRUCTURE DEPTH, ETC. WILL STILL BE IN ACCORDANCE WITH THE ENGINEERING PLANS.

26. IF IT SHOULD BECOME NECESSARY TO STOP WORK FOR INDEFINITE PERIODS, THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PREVENT DAMAGE OR DETERIORATION OF THE WORK ALREADY PERFORMED.

II. PRE-CONSTRUCTION RESPONSIBILITIES

1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.

2. CONTRACTOR MUST CONTACT THE ARCHITECT/ENGINEER OF RECORD TO ARRANGE FOR A PRE-CONSTRUCTION MEETING, A MINIMUM 2 BUSINESS DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

3. THE CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL OF FLORIDA (1-800-432-4770) AND ALL KNOWN EXISTING UTILITY OWNERS AT LEAST 2 BUSINESS DAYS BEFORE DIGGING TO ALLOW FOR FIELD LOCATION OF UNDERGROUND UTILITIES. CONTRACTOR SHALL ASSIST THE UTILITY COMPANIES IN THEIR EFFORTS TO FIELD VERIFY UNDERGROUND UTILITIES. THE CONTRACTOR SHALL BEAR ALL COSTS FOR THIS WORK.

4. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT.

5. THE CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO ARRANGE FOR ANY REMOVAL, RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.

III. OBSERVATIONS AND TESTING

1. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 2 BUSINESS DAYS IN ADVANCE OF PERFORMING ALL CIVIL RELATED TESTS. UNLESS AUTHORIZED BY THE ENGINEER OF RECORD, THE CONTRACTOR SHALL NOT PROCEED WITH TESTING UNLESS THE ENGINEER OR A DESIGNATED REPRESENTATIVE IS PRESENT TO WITNESS THE TESTS.

2. THE ENGINEER OF RECORD WILL REQUIRE THAT THE FOLLOWING TESTS BE PERFORMED WITH ACCEPTABLE RESULTS:
   A. SANITARY SEWAGE COLLECTION SYSTEM:
      i. LAMPING TEST FROM MANHOLE TO MANHOLE, INCLUDING CONNECTING MANHOLE
      ii. INFILTRATION/EXFILTRATION TEST UP TO THE CONNECTING MANHOLE
      iii. PRESSURE TEST AS REQUIRED BY DRER
   B. STORM DRAINAGE--(EXFILTRATION TRENCH DEPTH)
      i. EXFILTRATION TRENCH DEPTH
      ii. LAMPING TEST FROM MANHOLE TO MANHOLE, INCLUDING CONNECTING MANHOLE (IF APPLICABLE)
   C. WATER SYSTEM--(PRESSURE TEST AND BACTERIOLOGICAL TEST)
   D. SUBGRADE -- SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
   E. LIME ROCK BASE -- SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ANY ASPHALT (FLAT BOARDING ALSO REQUIRED.)
   F. ASPHALT PAVEMENT
   G. FINAL WALK-THROUGH INSPECTION -- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.
   H. CONCRETE FORMWORK AND ADA SLOPE VERIFICATIONS.

3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 2 BUSINESS DAYS IN ADVANCE OF THE FOLLOWING EVENTS:
   A. PRIOR TO PLACING BALLAST ROCK WITHIN EXFILTRATION TRENCH AND PIPE RUNS TO MEASURE DEPTH AND WIDTH, AS WELL AS DIRECTIONS RESPECTIVELY.
   B. PRIOR TO BACKFILLING WATER MAINS AND SERVICES
   C. PRIOR TO BACKFILLING SANITARY SEWER MAINS AND SERVICES
   D. AFTER COMPACTION OF LIMEROCK BASE AND PRIOR TO PLACEMENT OF FIRST LIFT OF ASPHALT
   E. AFTER 2ND LIFT AND CONCRETE PLACEMENT OF PEDESTRIAN PATHWAYS
   F. INSTALLING CONNECTIONS TO EXISTING WATER AND SEWER MAINS/SERVICES AFTER SECOND LIFT AND CONCRETE PLACEMENT OF PEDESTRIAN PATHWAYS.
   G. AT SUBSTANTIAL COMPLETION
   H. FINAL INSPECTION

UNLESS AUTHORIZED BY THE ENGINEER OF RECORD, THE CONTRACTOR SHALL NOT PROCEED WITH THESE ACTIVITIES, UNLESS THE ENGINEER OR A DESIGNATED REPRESENTATIVE IS PRESENT TO PERFORM AN INSPECTION.

4. SHOULD THE CONTRACTOR FAIL TO GIVE THE ENGINEER OF RECORD ADVANCE NOTICE OF TESTING AND INSPECTIONS AS SPECIFIED ABOVE, THE ENGINEER SHALL RESERVE THE RIGHT TO REFUSE ISSUANCE OF ANY CERTIFICATIONS OF COMPLETION AND FINAL INSPECTIONS, AND RESERVES THE RIGHT TO RECOMMEND THAT ANY CONTRACT AMOUNTS STILL HELD IN RETAINAGE NOT BE RELEASED. CITY INSPECTOR REPORTS SHALL NOT BE ACCEPTED AS A SUBSTITUTE FOR THE ENGINEER'S PRESENCE AT THE TESTING AND INSPECTION INTERVALS SPECIFIED ABOVE.

IV. SHOP DRAWINGS

1. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO BE REVIEWED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS:

   A. DRAINAGE STRUCTURES, INCLUDING CATCH BASINS, WELL BOXES, PUMPS, MANHOLES/INLET OTHMES/GRATES, BAFFLES, ETC.
   B. ALL DRAINAGE PIPES.
   C. TRENCH DRAINS.
   D. EXFILTRATION FILTER FABRIC
   E. ALL WATER AND SEWER SYSTEM COMPONENTS (NOT IN PLACE OF MDWASD REVIEW)
   I. MATERIAL SUBSTITUTION REQUESTS

CONTRACTOR SHALL FURNISH PROOF THAT THE FOLLOWING ITEMS COMPLY WITH AHJ REQUIREMENTS
   F. ASPHALT PAVEMENT MIX DESIGN
   G. LIMEROCK MATERIAL
   H. CONCRETE MIX FOR PAVEMENT
   I. EROSION CONTROL MATERIALS
   J. FILL MATERIAL

2. ALL PRECAST STRUCTURAL DRAWINGS MUST BE SIGNED AND SEALED BY A STATE OF FLORIDA LICENSED ENGINEER OF RECORD STATING THAT THE STRUCTURE(S) MEETS THE H20 LOAD RATING REQUIREMENTS. STRUCTURAL SHOP DRAWINGS WILL BE REJECTED AND NOT REVIEWED IF NOT SEALED BY A FLORIDA LICENSED ENGINEER.

IN ADDITION, SOME CITIES, COUNTIES, STATE AND/OR NATIONAL REGULATORY AGENCIES REQUIRE THEIR OWN INDIVIDUAL REVIEW AND APPROVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY SHOP DRAWING APPROVALS AS REQUIRED.

V. TEMPORARY FACILITIES

1. TEMPORARY FACILITIES

A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.

B. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.

C. CONTRACTOR SHALL OBTAIN THE ENGINEERING DESIGN AND PERMIT FOR SUCH FACILITIES AT THE CONTRACTOR'S SOLE COST.

2. TRAFFIC REGULATION

A. THE CONTRACTOR SHALL PROVIDE ALL MAINTENANCE OF TRAFFIC DURING CONSTRUCTION. TO INCLUDE BUT IS NOT LIMITED TO WARNING SIGNALS, SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH M.U.T.C.D. AND CITY OF NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT.

B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC AT ALL TIMES. SPECIAL PRECAUTION IS TO BE TAKEN IN PATHS OF EGRESS.

C. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE CITY OF NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT.

VI. PROJECT CLOSE OUT:

1. CLEANING UP

A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER AND THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN. UPON FINAL CLEANUP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH, AND THE PAVED AREAS SHALL BE BROOMED AND PRESSURE CLEANED.

B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE COMMENCEMENT OF OPERATIONS AND TO THE OWNER'S SATISFACTION.

C. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE COMMENCEMENT OF OPERATIONS AND TO THE OWNER'S SATISFACTION.

D. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION. ANY ADVERSE EFFECTS OR BUILDUP IN PUBLIC INFRASTRUCTURE WILL BE CLEANED AND REDUCED BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.

E. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENGINEER OF RECORD. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.

2. ALL PROPERTY MONUMENTS OR PERMANENT SURVEY REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

3. PROJECT RECORD DOCUMENTS

A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS. PRIOR APPROVAL FROM THE ENGINEER OF RCORD IS REQUIRED FOR SAID FACILITIES.

B. AT THE COMPLETION OF THIS PROJECT, THE CONTRACTOR SHALL SUBMIT THREE (3) SIGNED & SEALED AS-BUILT DRAWINGS. SIGNED & SEALED BY A REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA. ADDITIONAL AS-BUILT DRAWINGS REQUIRED BY THE CITY, COUNTY, STATE AND/OR FEDERAL REGULATORY AGENCIES SHALL ALSO BE SUBMITTED ONCE REQUIRED. THE AS-BUILT DRAWINGS SHALL INDICATE LOCATIONS, SIZE, ELEVATION, MATERIAL, ETC., OF ALL WORK COMPLETED UNDER THIS CONTRACT AND OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION.

VII. STORM DRAINAGE

1. WHEN EXISTING MANHOLE RINGS, CATCH BASIN GRATE AND FRAMES, VALVE BOXES, PULL BOXES OR OTHER UTILITY CASTINGS ARE ENCOUNTERED WITHIN THE PROPOSED LIMITS OF WORK THE CONTRACTOR SHALL FIELD ADJUST THE EXISTING RING AND FRAME, GRATE AND FRAME, VALVE BOXES OR PULL BOXES TO MATCH THE PROPOSED ELEVATION. SUCH WORK SHALL BE INCLUDED IN THE BID PRICE.

2. ALL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS, UNLESS OTHERWISE INDICATED.

3. UNLESS OTHERWISE SPECIFIED ON THE PLANS, ALL DRAINAGE PIPE SHALL BE HDPE DOUBLE WALLED SMOOTH INTERIOR PIPE AND SHALL MEET THE REQUIREMENTS OF AASHTO M294 TYPE S, MPT AND ASTM D2321, D3212, F1417, F477, F667 OR AS NOTED ON THE CONSTRUCTION DRAWINGS.

4. CONTRACTOR SHALL VACUUM CLEAN AND REMOVE ALL SILT, SEDIMENT AND DEBRIS FROM ALL OF THE EXISTING AND PROPOSED DRAINAGE STRUCTURES AND PIPE NETWORK WITHIN THE PROJECT LIMITS PRIOR TO FINAL ACCEPTANCE OF DRAINAGE SYSTEM. ALL COST OF SUCH WORK SHALL BE INCLUDED IN THE BID PRICE.

5. ALL DRAINAGE WORK SHALL CONFORM TO THE GOVERNING JURISDICTIONAL AGENCY REGULATIONS AND STANDARDS

6. UNLESS OTHERWISE SPECIFIED ON THE PLANS, MINIMUM COVER OVER ALL STORM DRAINAGE PIPE SHALL BE 36-INCHES. CONTRACTOR SHALL AVOID ALL UNNECESSARY CROSSINGS BY HEAVY CONSTRUCTION EQUIPMENT DURING CONSTRUCTION.

7. UNLESS OTHERWISE SPECIFIED ON THE PLANS, ALL CATCH BASINS, MANHOLES, FRAMES AND GRATES, RINGS AND COVERS, WITHIN PRIVATE PROPERTY, SHALL BE DESIGNED TO WITHSTAND AN AASHTO AND FDOT H20 LOAD RATING AND SHALL BE OBTAINED FROM PLAN SPECIFIED MANUFACTURERS OR APPROVED EQUIVALENT MANUFACTURER.

VIII. EARTHWORK AND PAVING

1. ALL UNDERGROUND UTILITY WORK SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF SUB BASE. ANY SUBGRADE RE-WORK DUE TO UNDERGROUND INFRASTRUCTURE INCONSISTENCIES WILL BE DONE AT THE CONTRACTOR'S EXPENSE.

2. PROPOSED ASPHALT PAVEMENT SHALL BE CONNECTED TO EXISTING AS CITY OF NORTH BAY VILLAGE. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS ON NEW SIDEWALK OR NEW PAVEMENT.

3. SAW CUT EXISTING CONCRETE WALKS, CURB AND GUTTERS, AND ASPHALT OR CONCRETE PAVEMENT CAREFULLY AND IN A STRAIGHT LINE WHERE UNDERGROUND WORK IS REQUIRED. WHERE PROPOSED ASPHALT OR CONCRETE PAVEMENT, CURB, SIDEWALK, ETC. WILL MEET AN EXISTING LOCATION CUT CONCRETE WALKS, CONCRETE PAVEMENT, CURB AND GUTTERS AT NEAREST EXISTING JOINT.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAMES M. KHA, P.E., ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DATE: 3/9/2026

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No.	REVISIONS	DATE	BY

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JAMES M. KHA — No. 94878 — STATE OF FLORIDA — PROFESSIONAL ENGINEER — MIAMI, NORTH MIAMI, SAN JOSE, MONTO — CERTIFICATE OF AUTHORIZATION — MAR 09 2026

KHA PROJECT 243620000
DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MJM

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC

GENERAL NOTES

SHEET NUMBER
C-101

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Plotted By:Kumbhojkar, Priya Sheet Set:EL-AD N. BAY VILLAGE Layout:C-101 GENERAL NOTES March 09, 2026 06:30:13pm K:\MIB_Civil\243620000-7913 W DRIVE\CIVIL\CADD\PlanSheets\C-101 GENERAL NOTES.dwg

DEMOLITION NOTES AND SPECIFICATIONS:

SHOULD ANY SECTION OF THESE DEMOLITION NOTES BE IN DIRECT CONFLICT WITH THE PROVISIONS OR TECHNICAL SPECIFICATIONS CONTAINED IN THE LOCAL, STATE, AND FEDERAL CODES AND REGULATIONS GOVERNING THESE OPERATIONS FOR THIS PROJECT, THE MORE STRINGENT OF THE TWO SHALL GOVERN.

I. GENERAL

1. FOR THIS PROJECT, "OWNER" SHALL MEAN EL-AD NATIONAL PROPERTIES, LLC., "SURVEY" SHALL MEAN THE BOUNDARY SURVEYS PREPARED BY OMAR ARMENTEROS P.S.M., FORD, ARMENTEROS & FERNANDEZ, INC. AND "ENGINEER" SHALL MEAN THE ENGINEER OF RECORD.

2. EXISTING CONDITIONS, UTILITIES, STRUCTURES AND OTHER IMPROVEMENTS, AS SHOWN ON THE DEMOLITION DRAWINGS, WERE TAKEN FROM THE SURVEY, AND FROM INFORMATION PROVIDED BY UTILITY COMPANIES. AN ATTEMPT HAS BEEN MADE TO SHOW ALL EXISTING STRUCTURES, UTILITIES, DRIVES, WALKS, ETC., IN THEIR APPROXIMATE LOCATION. OTHERS MAY EXIST AND MAY BE FOUND UPON VISITING THE SITE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACCURATELY LOCATE ALL FACILITIES AND TO DETERMINE THEIR EXTENT. IF SUCH FACILITIES OBSTRUCT THE PROGRESS OF THE WORK AND ARE NOT INDICATED TO BE REMOVED OR RELOCATED, THEY SHALL BE REMOVED OR RELOCATED ONLY AS DIRECTED BY THE OWNER, ARCHITECT, OR ENGINEER OF RECORD, AT NO ADDITIONAL COST TO THE OWNER.

3. ORGANIZE AND PERFORM DEMOLITION WORK TO AVOID DAMAGE TO CONSTRUCTION INTENDED TO REMAIN. ANY COMPONENTS INTENDED TO REMAIN BUT DAMAGED DURING DEMOLITION WILL BE REPLACED, NEW, BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.

4. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.

5. DEMOLITION AND REMOVAL OPERATIONS SHALL BE CONDUCTED IN AN EXPEDIENT MANNER, WITH PRECAUTIONS TAKEN TO PREVENT THE DEMOLITION SITE FROM BEING A NUISANCE.

6. PERFORM REMOVAL AND DEMOLITION IN ACCORDANCE WITH DEMOLITION SCHEDULE (REFER TO SECTION IV.) AND TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING ADJACENT BUILDINGS, FURNISHINGS, AND EQUIPMENT. NOTIFY THE ENGINEER OF ANY CONDITIONS THAT MAY AFFECT THE SAFETY OF OCCUPANTS OF ADJACENT BUILDINGS, THE NORMAL USE OF THESE FACILITIES, OR THE PHYSICAL CONDITION OF THE STRUCTURES.

7. ALL EXISTING UTILITIES OUTSIDE THE PROPERTY BOUNDARIES ARE TO REMAIN, UNLESS OTHERWISE NOTED. ALL DEMOLITION WORK SHALL BE VERIFIED AGAINST PROPOSED WORK.

8. PRIOR TO DEMOLITION ACTIVITIES, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL AFFECTED UTILITY COMPANIES IN ORDER TO COORDINATE THE DEACTIVATION OF ALL EXISTING UTILITY LINES WITHIN THE PROPERTY. ONCE ALL ONSITE UTILITIES HAVE BEEN DEACTIVATED, ALL LINES SHALL BE CUT AND CAPPED INSIDE THE PROPERTY LINE, AND REMOVED (UNLESS OTHERWISE INDICATED).

9. THE CONTRACTOR SHALL USE EXTREME CAUTION IN REMOVING ANY STRUCTURES AND UTILITIES ABOVE AND BELOW GRADE TO PREVENT DAMAGE TO EXISTING UTILITIES WHICH ARE TO REMAIN IN SERVICE. ANY DAMAGE TO EXISTING PIPELINES, UTILITIES, ETC., CAUSED BY THE CONTRACTOR SHALL BE REPAIRED, AT THE CONTRACTOR'S EXPENSE, IN A MANNER ACCEPTABLE TO THE PARTY IN OWNERSHIP OF THE DAMAGED PROPERTY. THE CONTRACTOR SHALL REPORT ANY EXISTING DAMAGE PRIOR TO BEGINNING WORK. IN THE EVENT OF ACCIDENTAL DISRUPTION OF UTILITIES OR THE DISCOVERY OF PREVIOUSLY UNKNOWN UTILITIES, CONTRACTOR MUST NOTIFY THE AFFECTED UTILITY COMPANY AND THE ENGINEER. THE UTILITY COMPANY, ENGINEER, AND CONTRACTOR MUST FIRST AGREE ON A PLAN TO CORRECT THE SITUATION OR IDENTIFY THE UTILITY SERVICE LINE. ALL ASSOCIATED COSTS SHALL BE INCURRED AT THE CONTRACTOR'S EXPENSE.

10. NO LIGHTING MAY BE REMOVED FROM PUBLIC STREETS UNTIL PROPOSED LIGHTING IS FULLY IN PLACE, OTHERWISE CONTRACTOR SHALL INSTALL A TEMPORARY LIGHTING SYSTEM, SO THAT NO AREA USED BY THE PUBLIC WILL HAVE LESS LIGHTING THAN CURRENTLY EXISTS.

11. EXISTING WORK NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY REMOVED, DAMAGED, EXPOSED, OR IN ANY WAY DISTURBED OR ALTERED BY REMOVAL WORK SHALL BE REPAIRED, PATCHED OR REPLACED, AT THE CONTRACTOR'S EXPENSE, TO THE ENGINEER'S SATISFACTION.

11. TITLE AND RESPONSIBILITY OF MATERIALS AND EQUIPMENT TO BE REMOVED, EXCEPT SALVAGEABLE EQUIPMENT TO BE RETAINED BY THE OWNER, IS VESTED TO THE CONTRACTOR UPON RECEIPT OF NOTICE TO PROCEED. THE OWNER WILL NOT BE RESPONSIBLE FOR THE CONDITION, LOSS OR DAMAGE TO SUCH MATERIALS AND EQUIPMENT AFTER NOTICE TO PROCEED.

12. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.

13. THE CONTRACTOR SHALL REFER TO THE LANDSCAPE ARCHITECTURE FREE DISPOSITION PLAN FOR DEMOLITION/ PRESERVATION OF EXISTING TREES. ALL TREES NOT SPECIFICALLY SHOWN TO BE PRESERVED OR RELOCATED SHALL BE REMOVED AS A PART OF THIS CONTRACT. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION

14. IT IS THE CONTRACTOR'S RESPONSIBILITY TO:

   A. PROTECT ALL EXISTING STRUCTURAL ELEMENTS TO REMAIN DURING DEMOLITION
   B. IF APPLICABLE, PROVIDE A TEMPORARY PATCH AND REPAIR TO ALL SURFACES AFFECTED BY DEMOLITION WHICH ARE TO BE RECONSTRUCTED AS PART OF THIS PROJECT.
   C. EXIST. CONC. OR ASPHALT PAVEMENT TO BE REMOVED SHALL BE SAW-CUT IN NEAT, STRAIGHT LINES.
   D. EXIST. IRRIGATION LINES WITHIN THE LIMITS OF DEMOLITION TO BE REMOVED.
   E. ALL EXISTING WIRE, IRON, CHAIN LINK, WOOD FENCES ARE TO REMAIN UNLESS OTHERWISE SPECIFIED.
   F. NO ELECTRIC POLE, STREET LIGHT, WATER METER/VALVE, FIRE HYDRANT ETC. WILL BE REMOVED WITHIN THE ROADWAY RIGHT OF WAY LINES.
   G. REFER TO LANDSCAPE PLANS FOR ALL EXIST. TREES.
   H. EXIST. MONITORING WELLS TO REMAIN AND BE PROTECTED AT ALL TIMES.
   I. ALL EXISTING SURVEY REFERENCES AND MARKERS SHALL REMAIN IN PLACE OR BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.

II. DESCRIPTION

1. PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SERVICES, ETC., NECESSARY AND INCIDENTAL TO THE COMPLETION OF ALL SITE DEMOLITION AND CLEARING WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING THE LEGAL TRANSPORT AND OFF-SITE DISPOSAL OF DEMOLITION DEBRIS.

2. ALL ONSITE WORK INCLUDED CONSISTS OF, BUT IS NOT LIMITED TO, THE FOLLOWING:

   A. FULL-DEPTH REMOVAL OF EXISTING SIDEWALKS, DRIVES, CURBS, PAVEMENT, ETC.
   B. CLEARING SITE OF DEMOLITION DEBRIS.
   C. REMOVAL FROM SITE AND DISPOSAL OF ALL EXCESS AND UNUSABLE MATERIAL.
   D. COORDINATION WITH ALL UTILITY COMPANIES/OWNERS PRIOR TO DEACTIVATION.

III. APPLICABLE CODES

1. DEMOLITION AND TRANSPORTATION OF DEBRIS SHALL COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND REGULATIONS GOVERNING THESE OPERATIONS. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ANY PERMITS, BONDS, LICENSES, ETC., REQUIRED FOR DEMOLITION AND CLEARING WORK.

2. ANY WORK WITHIN PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF NORTH BAY VILLAGE PUBLIC WORKS DEPARTMENT, FLORIDA DEPARTMENT OF TRANSPORTATION, AND OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION, AND SHALL NOT BEGIN UNTIL THE CONTRACTOR HAS NOTIFIED, AND ALL REQUIRED PERMITS HAVE BEEN OBTAINED FROM, THESE GOVERNING AUTHORITIES.

IV. SEQUENCING AND SCHEDULING

1. AREAS ADJACENT TO DEMOLITION AND REMOVAL WORK MAY BE OCCUPIED BUT THE ACTIVITIES IN THOSE AREAS CANNOT BE INTERRUPTED OR DISTURBED DURING NORMAL WORKING HOURS. DEMOLITION SCHEDULE SHALL BE COORDINATED WITH ALL ADJACENT PROPERTY OWNERS AND ANY OTHER PARTIES WHOSE DAILY ACTIVITIES WOULD BE AFFECTED BY THE DEMOLITION WORK.

2. COORDINATE WITH APPLICABLE UTILITY COMPANIES FOR UTILITY LINE REMOVAL, CAPPING AND UTILITY SHUTDOWNS NECESSITATED BY REMOVAL WORK.

V. ENVIRONMENTAL PROTECTION

1. CONTROL AMOUNT OF DUST RESULTING FROM CONSTRUCTION OR DEMOLITION TO PREVENT SPREAD OF DUST TO OTHER BUILDINGS AND TO AVOID CREATION OF A NUISANCE IN SURROUNDING AREAS. USE OF WATER TO CONTROL DUST WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING.

2. NOISE PRODUCING ACTIVITIES SHALL BE HELD TO A MINIMUM. INTERNAL COMBUSTION ENGINES AND COMPRESSORS, ETC., SHALL BE EQUIPPED WITH MUFFLERS TO REDUCE NOISE TO A MINIMUM. COMPLY WITH ALL NOISE ABATEMENT ORDINANCES.

3. THE USE OF EXPLOSIVES WILL NOT BE PERMITTED.

4. DISPOSITION OF DEMOLISHED MATERIALS BY BURNING IS NOT PERMITTED.

5. ALL CLEARING SHALL BE PERFORMED IN A MANNER SUCH AS TO PREVENT ANY WASH-OFF OF SOILS AND DEBRIS FROM THE SITE INTO PUBLIC RIGHT-OF-WAY STREAMS, AND/OR STORM DRAINAGE SYSTEMS. APPROPRIATE SEDIMENTATION PONDS, DIKES, COLLARS, AND FILTER MEDIA SHALL BE EMPLOYED IN ACORDANCE WITH THE EROSION CONTROL PLANS TO INSURE COMPLIANCE WITH THESE REQUIREMENTS. WHERE A SPECIFIC STATUTE GOVERNS THESE PROCEDURES, SUCH STATUTE SHALL BE COMPLIED WITH IN ITS ENTIRETY.

6. DURING THE ENTIRE COURSE OF OPERATIONS, ALL EXISTING DRAINAGE WAYS, BOTH INTO AND FROM THE PROJECT AREA SHALL BE MAINTAINED IN A FUNCTIONAL CONDITION, AND BE CLEANED AS NECESSARY.

7. AT ALL TIMES DURING THE CLEARING OPERATION, THE EXPOSED AREAS OF SUBGRADE SHALL BE MAINTAINED IN A CONDITION COMPATIBLE WITH POSITIVE DRAINAGE OF THE WORK AREA. NO WATER WILL BE PERMITTED TO STAND IN OPEN EXCAVATIONS. ALL STORMWATER RUNOFF SHALL BE CONTAINED WITHIN THE SITE. FAILURE TO MAINTAIN SUCH DRAINAGE SHALL BE CONSIDERED ADEQUATE CAUSE FOR THE ENGINEER, OWNER, OR INSPECTOR TO ORDER TEMPORARY SUSPENSION OF THE WORK. ALL ASSOCIATED COSTS SHALL BE INCURRED AT THE CONTRACTOR'S EXPENSE.

8. PROVIDE SUITABLE AND FUNCTIONAL DRAINAGE BY OPENING DITCHES, FILTER DRAINS, TEMPORARY CUT-OFF LINES, ETC., AND ERECT TEMPORARY PROTECTIVE STRUCTURES WHERE NECESSARY. ALL EMBANKMENTS SHALL BE BACK-BLADED AND SUITABLY SEALED TO PROTECT AGAINST ADVERSE WEATHER CONDITIONS.

9. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS WHEN REMOVING ABANDONED AND DE-ENERGIZED MATERIALS. IF ASBESTOS PIPES ARE ENCOUNTERED, THE CONTRACTOR WILL TAKE ALL NECESSARY ABATEMENT STEPS AS REQUIRED BY GOVERNING REGULATIONS TO SAFELY REMOVE AND DISPOSE OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF SAID MATERIALS.

VI. TRAFFIC MAINTENANCE

1. CONTRACTOR SHALL FOLLOW THE MORE STRINGENT AND APPLICABLE PROCEDURE OUT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND/OR THE CITY OF NORTH BAY VILLAGE PUBLIC WORKS MAINTENANCE OF TRAFFIC PROCEDURES DURING DEMOLITION IN PUBLIC RIGHT-OF-WAYS AND PRIVATE DRIVEWAYS, PEDESTRIANS PATHS, AND ROADWAYS (FDOT INDEX 600 SERIES).

2. THE CONTRACTOR SHALL PROVIDE ADEQUATE BRACING, SHORING, TEMPORARY CROSSOVER FOR PEDESTRIAN AND VEHICULAR TRAFFIC INCLUDING PLATING, GUARDRAILS, LAMPS, WARNING SIGNS, FLAGS, ETC. AS REQUIRED BY AGENCIES HAVING JURISDICTION, AND SHALL NOT REMOVE THESE UNTIL THE NEED FOR PROTECTION CEASES.

3. THE CONTRACTOR MAY NOT CLOSE ANY SIDEWALKS WITHOUT PROVIDING ALTERNATE ROUTES IN ACCORDANCE WITH FDOT INDEX 660 AND AUTHORIZATION FROM AGENCIES HAVING JURISDICTION.

4. CONDUCT REMOVAL OPERATIONS SO THAT TRAFFIC IS MAINTAINED ALONG EXISTING STREETS AND WALKS. KEEP PAVED STREETS AND WALKWAYS CLEAN AND FREE OF DEBRIS. REMOVE MATERIAL AND OTHER MATTER TRACKED OR FALLEN ONTO TRAFFIC SURFACES.

VII. CLEAN UP

1. REMOVE DEMOLISHED CONSTRUCTION MATERIALS AND RELATED DEBRIS FROM THE SITE ON A REGULAR BASIS. ACCUMULATION OF DEBRIS ON THE SITE WILL NOT BE PERMITTED. SELLING OF SALVAGEABLE MATERIALS IS NOT PERMITTED AT THE SITE. LEED RELATED SALVAGEABLE MATERIALS MUST BE DOCUMENTED BY THE CONTRACTOR.

2. REMOVE MATERIALS, INCLUDING DEBRIS AND DUST, AND DISPOSE OF LEGALLY OFF SITE. NO DEBRIS SHALL BE BURNED OR BURIED ON THE SITE AS A MEANS OF DISPOSAL. USE METHODS APPROVED BY THE REGULATORY AGENCIES PRIOR TO BEGINNING CLEANUP OPERATIONS. USE OF BLOWERS TO DISTRIBUTE DUST WILL NOT BE PERMITTED.

3. MATERIAL DESIGNATED FOR REMOVAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

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2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY 35106

No.	REVISIONS	DATE	BY

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JUAN JOSE MORO, P.E. ON THE DATE ADJACENT TO THE SEAL.

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DATE: 3/9/2026

JUAN JOSE MORO — LICENSE No. 94878 — STATE OF FLORIDA — REGISTERED PROFESSIONAL ENGINEER — MAR 09 2026

KHA PROJECT 243620000
DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MM

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC
NORTH BAY VILLAGE FL

DEMOLITION NOTES

SHEET NUMBER
C-200

Plotted By:Kumbhojkar, Priya Sheet Set:EL-AD N. BAY VILLAGE Layout:C-200 DEMOLITION NOTES March 09, 2026 06:30:21pm K:\MIA_Civil\243620000-7913 W DRIVE\Civil\CADD\PlanSheets\C-200 DEMOLITION NOTES.dwg
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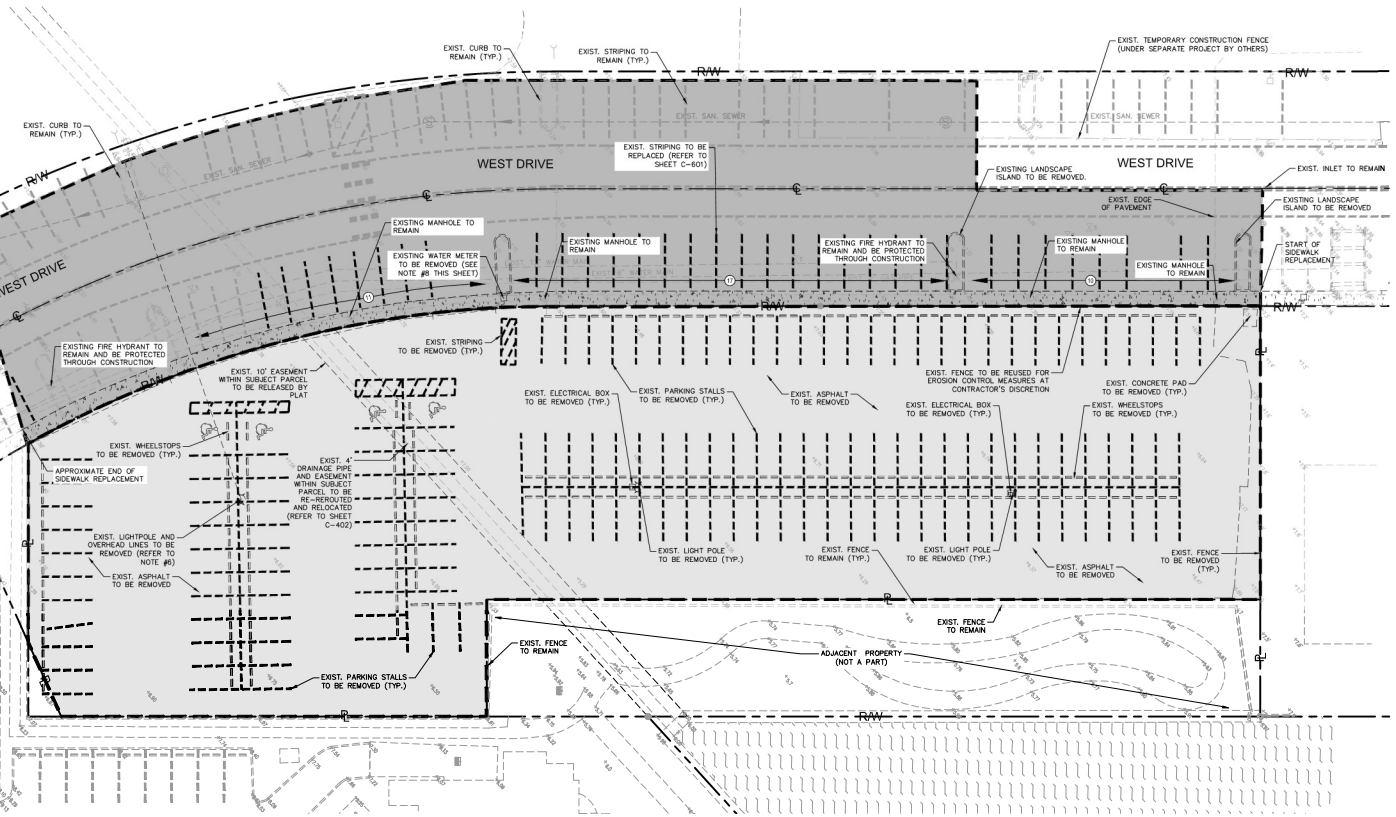

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND:

- R/W — ℄ — RIGHT-OF-WAY LINE OR PROPERTY LINE
- ℄ — ℄ — CENTER LINE OF ROADWAY
- APPROXIMATE LIMITS OF ONSITE DEMOLITION AREA
- APPROXIMATE LIMITS OF OFFSITE LIMITS OF WORK
- (#) EXISTING PARKING COUNT

NOTES:

1. CONTRACTOR TO COORDINATE WITH MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW) AND CITY OF NORTH BAY VILLAGE.
2. THE INTENT OF THE DEMOLITION PLAN IS TO DEPICT EXISTING FEATURES THAT ENCUMBER THE PROPOSED CONSTRUCTION AREA AND ARE SCHEDULED FOR REMOVAL SOME INCIDENTAL ITEMS MAY HAVE BEEN INADVERTENTLY OMITTED FROM THE PLAN. THE CONTRACTOR IS ENCOURAGED TO THOROUGHLY INSPECT THE SITE AS WELL AS REVIEW THE PLANS AND SPECIFICATIONS PRIOR TO SUBMITTING PRICING. CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION FOR INCIDENTAL ITEMS NOT SHOWN ON THIS DEMOLITION PLAN.
3. DEWATERING SHOULD BE ANTICIPATED AND INCLUDED IN THE CONTRACTOR'S BID.
4. SEE SHEET C-301 FOR EROSION AND SEDIMENT CONTROL.
5. CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO EXISTING CONCRETE OR ASPHALT TO REMAIN IF DAMAGED DURING CONSTRUCTION.
6. ALL UTILITIES AND ABOVE GROUND FEATURES WITHIN THE PROPERTY ARE TO BE RELOCATED UNLESS SPECIFICALLY SPECIFIED OTHERWISE. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES CAUSED TO THESE ITEMS.
7. PRIOR TO CUTTING AND/OR REMOVING ANY UTILITY LINES, CONTRACTOR SHALL COORDINATE WITH CITY OF NORTH BAY VILLAGE AND MIAMI-DADE COUNTY, AND THE UTILITY PROVIDER AS NEEDED/ REQUIRED TO ENSURE SERVICE TO SURROUNDING PROPERTIES/ PARCELS/ USERS IS NOT INTERRUPTED.
8. REFER TO FINAL APPROVAL OF WATER AND SEWER DRY RUN FOR DISPOSITION OF EXISTING WATER AND SEWER INFRASTRUCTURE.
9. CONTRACTOR TO REFER TO LANDSCAPE PLANS FOR TREE REMOVAL/RELOCATION. CONTRACTOR TO SECURE TREE REMOVAL PERMIT PRIOR TO WORK COMMENCING.
10. CONTRACTOR TO SAWCUT IN NEAT, STRAIGHT LINES WHEN REMOVING EXISTING PAVEMENT/CONCRETE THAT IS ADJACENT TO EXISTING PAVEMENT/CONCRETE THAT IS TO REMAIN. CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO EXISTING CONCRETE OR ASPHALT IF DAMAGED DURING CONSTRUCTION.
11. CONTRACTOR TO COORDINATE EXISTING UTILITY/POLE (INCLUDING LIGHT POLES, CAMERA POLES, OVERHEAD LINES, ETC) RELOCATION, REMOVAL, OR ABANDONMENT WITH RESPECTIVE UTILITY OWNER. ONSITE LIGHT POLES TO BE REMOVED MUST HAVE THEIR SOURCE OF POWER TERMINATED AT THE SITE. CONTRACTOR TO CONFIRM NO POWER/LIGHTING INTERRUPTIONS TO THE SURROUNDING PROPERTIES/PARCELS PRIOR TO PERFORMING WORK.
12. CONTRACTOR TO SECURE ALL NECESSARY PERMITS/APPROVALS FOR ONSITE DEMOLITION AND/OR DEMOLITION WITHIN PUBLIC RIGHT OF WAY.
13. REMOVAL OF BUILDING STRUCTURES BY OTHERS (ARCHITECT/ STRUCTURAL ENGINEER).
14. EXISTING UTILITY COVERS WITHIN LIMITS OF PROPOSED DRIVEWAY TO BE REPLACED WITH SLIP RESISTANT, H20 TRAFFIC RATED UTILITY COVERS.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR APPROPRIATELY DISPOSING OF DEMOLITION MATERIALS. ORGANIC AND DELETERIOUS MATERIALS SHALL BE REMOVED (IF REQUIRED).
16. CONTRACTOR TO FIELD ADJUST LIDS/COVERS OF EXISTING UTILITIES THAT ARE NOTED TO REMAIN ON THIS PLAN

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JOSE MONO MENDEZ — LICENSE No 94878 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
MAR 09 2026

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSE MONO MENDEZ, PE ON THE DATE ADJACENT TO THE SEAL.

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DATE: 3/9/2026

KHA PROJECT 24-162000000
DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MJM

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC
NORTH BAY VILLAGE FL

DEMOLITION PLAN

SHEET NUMBER
C-201

Plotted By:Kumbhojkar, Priya Sheet Set:EL-AD N. BAY VILLAGE Layout:C-201 DEMOLITION PLAN March 09, 2026 06:30:32pm K:\MIB_Civil\243620000-7913 W DRIVE\CIVIL\CADD\PlanSheets\C-201 DEMOLITION PLAN.dwg
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GENERAL NOTES

A. PROJECT OFFICE WALL SWPPP POSTINGS – THE FOLLOWING ITEMS MUST BE POSTED TOGETHER IN A SINGLE, ORGANIZED LOCATION ON A WALL INSIDE THE PROJECT OFFICE: 1) SWPPP SITE MAPS (ALL PHASES); 2) SWPPP DETAIL SHEETS; 3) MAP SHOWING LOCATION OF OFFSITE IMPORT OR EXPORT FACILITY; 4) REVISIONS TO DETAILS, SITE MAPS, OR SWPPP-RELATED RFIS; 5) SITE SWPPP BINDER; 6) SWCT PLACARD; 7) CURRENT OWNER STORMWATER COMPLIANCE TRAINING CERTIFICATES FOR SUPERINTENDENT(S) AND COMPLIANCE OFFICER(S); AND 8) CERTIFICATIONS AND/OR TRAINING CERTIFICATES REQUIRED TO PERFORM INSPECTIONS BY THE APPLICABLE CONSTRUCTION GENERIC PERMIT OR AUTHORITY HAVING JURISDICTION.

B. PERMITTED PROJECT AREA – FOR PURPOSES OF THIS SWPPP AND ASSOCIATED STORMWATER PERMIT, 'PERMITTED PROJECT AREA' IS DEFINED AS ANY AND ALL AREAS WITHIN THE PROJECT LIMITS OF DISTURBANCE, AS SHOWN ON THE SWPPP SITE MAPS AND IDENTIFIED IN THE NOTICE OF INTENT TO THE AGENCY. ALL GROUND-DISTURBING AND CONSTRUCTION-RELATED ACTIVITIES (MATERIAL STORAGE, DUMPSTERS, PARKING AREAS, PROJECT OFFICE TRAILER, ETC.) MUST BE INCLUDED WITHIN THE PERMITTED PROJECT AREA LIMITS OF DISTURBANCE.

OFFSITE AREA(S) TO BE DISTURBED AS PART OF THIS PROJECT (NOT ON OWNER PROPERTY):
(OFFSITE WORK PART OF SEPARATE PERMIT)

ALL AREAS OUTSIDE THE PERMITTED PROJECT AREA (I.E., LIMITS OF DISTURBANCE) ACQUIRED FOR USE BY THE GC OR A SUBCONTRACTOR OF THE GC (BORROW SOURCES, DISPOSAL AREAS, ETC.) MUST BE MANAGED IN ACCORDANCE WITH APPENDIX E – TAB 21 OF THE 02370 SPECIFICATION. THE CONTRACTOR IS REQUIRED TO LOCATE OFFICE TRAILERS AND MATERIAL STORAGE AREAS FOR THE PROJECT WITHIN THE LIMITS OF DISTURBANCE. THE CONTRACTOR MAY REQUEST USE OF OFF-SITE LOCATIONS FOR OFFICE TRAILERS OR NON-ERODIBLE MATERIAL STORAGE; HOWEVER, APPROVAL MUST BE OBTAINED FROM THE CONSTRUCTION MANAGER, THE CEC AND THE WAL-MART SWCT PRIOR TO THEIR USE. REQUESTS WILL BE REVIEWED ON A CASE BY CASE BASIS AND IF APPROVED, LIMITATIONS ON USE WILL BE PROVIDED BY THE CEC.

C. SPECIAL PROJECT AREAS –
CONTRACTOR SHALL ENSURE PROTECTION TO EROSION CONTROL FOR DRESSEL'S DAIRY CANAL ABUTTING THE SOUTH AND EASTERN EDGE OF THE PROPERTY.

D. NON-STORMWATER DISCHARGES – THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES PROHIBITS MOST NON-STORMWATER DISCHARGES DURING THE CONSTRUCTION PHASE. ALLOWABLE NON-STORMWATER DISCHARGES THAT OCCUR DURING CONSTRUCTION ON THIS PROJECT, ARE INCLUDED IN PART IV.A.3 OF THE GENERIC PERMIT.

BEST MANAGEMENT PRACTICES (BMPS) MUST BE IMPLEMENTED FOR THE GENERIC PERMIT ALLOWABLE DISCHARGES FOR THE DURATION OF THE PERMIT. THE TECHNIQUES DESCRIBED IN THIS SWPPP FOCUS ON PROVIDING CONTROL OF POLLUTANT DISCHARGES WITH PRACTICAL APPROACHES THAT UTILIZE READILY AVAILABLE EXPERTISE, MATERIAL, AND EQUIPMENT.

NON-STORMWATER COMPONENTS OF SITE DISCHARGES MUST BE UNCONTAMINATED NON-TURBID WATER. ALL NON-STORMWATER DISCHARGES MUST BE ROUTED TO A STORMWATER CONTROL PRIOR TO DISCHARGE. WATER USED FOR CONSTRUCTION WHICH DISCHARGES FROM THE SITE MUST ORIGINATE FROM A PUBLIC WATER SUPPLY OR PRIVATE WELL APPROVED BY THE STATE HEALTH DEPARTMENT. WATER USED FOR CONSTRUCTION THAT DOES NOT ORIGINATE FROM AN APPROVED PUBLIC SUPPLY MUST NOT DISCHARGE FROM THE SITE. IT CAN BE RETAINED IN RETENTION PONDS UNTIL IT INFILTRATES OR EVAPORATES. WHEN NON-STORMWATER IS DISCHARGED FROM THE SITE, IT MUST BE DONE IN A MANNER SUCH THAT IT DOES NOT CAUSE EROSION OF THE SOIL DURING DISCHARGE.

PROCESS WATER SUCH AS POWER WASHING WATER AND CONCRETE CUTTING EFFLUENT, AMONG OTHERS, MUST BE COLLECTED FOR TREATMENT AND DISPOSAL. IT MUST NOT BE FLUSHED INTO THE SITE STORM DRAIN SYSTEM OR DISCHARGED OFF-SITE.

E. DISCHARGE POINTS – ALL DISCHARGE POINTS MUST BE INSPECTED TO DETERMINE WHETHER EROSION AND SEDIMENTATION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING DISCHARGE OF SEDIMENT FROM THE SITE AND/OR IMPACTS TO RECEIVING WATERS. SEDIMENT ACCUMULATION DOWNGRADIENT OF DISCHARGE LOCATIONS SHOULD BE REPORTED AS A SEDIMENT DISCHARGE (SEE APPENDIX E – TAB 14, SEDIMENT RELEASES, OF THE 02370 SPECIFICATION) AND THE POTENTIAL UPSTREAM CAUSE SHOULD BE INVESTIGATED TO PREVENT FUTURE OCCURRENCE. CONTACT THE OM, CEC AND SWCT TO DETERMINE APPROPRIATE ACTION FOR CLEANUP OF DISCHARGED SEDIMENT THAT MAY BE OUTSIDE OF THE LIMITS OF DISTURBANCE. SEE SAMPLING AND MONITORING OF EFFLUENT PLAN (IF APPLICABLE).

EROSION AND SEDIMENT CONTROL NOTES

A. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THIS STORM WATER POLLUTION PREVENTION PLAN. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

B. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

C. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

D. CONTRACTOR TO LIMIT DISTURBANCE OF SITE IN STRICT ACCORDANCE WITH SWPPP IMPLEMENTATION SEQUENCING, OR AS REQUIRED BY THE APPLICABLE GENERIC PERMIT. NO UNNECESSARY OR IMPROPERLY SEQUENCED CLEARING AND/OR GRADING SHALL BE PERMITTED.

E. ALL DENUDED/BARE AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE, MUST BE STABILIZED IMMEDIATELY UPON COMPLETION OF MOST RECENT GRADING ACTIVITY, WITH THE USE OF FAST-GERMINATING ANNUAL GRASS/GRAIN VARIETIES, STRAW/HAY MULCH, WOOD CELLULOSE FIBERS, TACKIFIERS, NETTING AND/OR BLANKETS. COMPLETION MUST BE ACHIEVED WITHIN 7 DAYS.

F. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED AS SHOWN ON THE PLANS. THESE AREAS SHALL BE SEEDED, SODDED, AND/OR VEGETATED IMMEDIATELY, AND COMPLETED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN.

G. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION. TEMPORARY AND/OR PERMANENT STABILIZATION SHALL BE APPLIED PER ABOVE REQUIREMENTS.

H. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION AND SEDIMENT CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION AND POLLUTANT DISCHARGE OFF-SITE.

I. ALL MEASURES LISTED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, AND REPAIRED IN ACCORDANCE WITH THE SITE PLANS.

J. STORM WATER POLLUTANT CONTROL MEASURES INSTALLED DURING CONSTRUCTION, THAT WILL ALSO PROVIDE STORM WATER MANAGEMENT BENEFITS AFTER CONSTRUCTION, ARE INCLUDED IN THE CONTRACT DOCUMENTS. THE SITE-SPECIFIC POST CONSTRUCTION STORM WATER OPERATION AND MAINTENANCE (O&M) MANUAL IS INCLUDED IN THE CONTRACT DOCUMENTS.

K. ALL CONTROLS AND SYSTEMS MUST BE INSTALLED AND FUNCTIONING AS DESIGNED AND FREE OF ACCUMULATED SEDIMENT AND DEBRIS DURING FINAL PROJECT INSPECTION AND APPROVAL.

HAZARDOUS MATERIAL MANAGEMENT AND SPILL REPORTING

ANY HAZARDOUS OR POTENTIALLY HAZARDOUS MATERIAL THAT IS BROUGHT ONTO THE CONSTRUCTION SITE SHALL BE HANDLED PROPERLY TO REDUCE THE POTENTIAL FOR STORMWATER POLLUTION. ALL MATERIALS USED ON THIS CONSTRUCTION SITE SHALL BE PROPERLY STORED, HANDLED, DISPENSED AND DISPOSED OF FOLLOWING ALL APPLICABLE LABEL DIRECTIONS. FLAMMABLE AND COMBUSTIBLE LIQUIDS SHALL BE STORED AND HANDLED ACCORDING TO APPLICABLE REGULATIONS, AND, AT A MINIMUM, ACCORDING TO 29 CFR 1926.152. ONLY APPROVED CONTAINERS AND PORTABLE TANKS SHALL BE USED FOR STORAGE AND HANDLING OF FLAMMABLE AND COMBUSTIBLE LIQUIDS.

MATERIAL SAFETY DATA SHEETS (MSDS) INFORMATION SHALL BE KEPT ON SITE FOR ANY AND ALL APPLICABLE MATERIALS. HOWEVER, MSDS MAY ALSO BE ACCESSED VIA TELEPHONE OR OTHER ELECTRONIC MEANS OR APPARATUS.

IN THE EVENT OF AN ACCIDENTAL SPILL, IMMEDIATE ACTION SHALL BE TAKEN BY THE GC TO CONTAIN AND REMOVE THE SPILLED MATERIAL. THE SPILL SHALL BE REPORTED TO THE APPROPRIATE AGENCIES IN THE REQUIRED TIME FRAMES, AS REQUIRED UNDER THE PROVISIONS OF THE CLEAN WATER ACT, ANY SPILL OR DISCHARGE ENTERING WATERS OF THE UNITED STATES SHALL BE PROPERLY REPORTED.

ALL HAZARDOUS MATERIALS, INCLUDING CONTAMINATED SOIL AND LIQUID CONCRETE WASTE, SHALL BE DISPOSED OF BY THE CONTRACTOR IN THE MANNER SPECIFIED BY FEDERAL, STATE AND LOCAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS.

THE GC SHALL PREPARE A WRITTEN RECORD OF ANY SPILL AND ASSOCIATED CLEAN-UP ACTIVITIES OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF 1 GALLON OR REPORTABLE QUANTITIES, WHICHEVER IS LESS, ON THE DAY OF THE SPILL. THE GC SHALL PROVIDE NOTICE TO OWNER, VIA THE ONLINE CRITICAL INCIDENT REPORT, IMMEDIATELY UPON IDENTIFICATION OF ANY SPILL. SPILL REPORT FORMS ARE AVAILABLE IN THE ONLINE SWPPP REPORTING SYSTEM PROVIDED BY THE OWNER. COPIES OF SPILL CRITICAL INCIDENT REPORTS SHOULD BE PRINTED AND MAINTAINED IN THE JOBSITE BINDER.

ANY SPILLS OF PETROLEUM PRODUCTS OR HAZARDOUS MATERIALS IN EXCESS OF REPORTABLE QUANTITIES AS DEFINED BY EPA OR THE STATE OR LOCAL AGENCY REGULATIONS, SHALL BE IMMEDIATELY REPORTED TO THE EPA NATIONAL RESPONSE CENTER (1-800-424-8802) AND TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THROUGH THE STATE WARNING POINT AT (850) 413-9911.

THE STATE REPORTABLE QUANTITY FOR PETROLEUM PRODUCTS IS: 25 GALLONS OR GREATER

THE REPORTABLE QUANTITY FOR HAZARDOUS MATERIALS CAN BE FOUND IN 40 CFR 302 AND ON THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION WEBSITE AT: HTTP://WWW.DEP.STATE.FL.US/LAW/BER/.

FLORIDA LAW REQUIRES REPORTING OF OIL AND HAZARDOUS SUBSTANCE SPILLS. THE STATE CONTACT INFORMATION IS AS FOLLOWS:

24 HOUR STATE WARNING POINT PHONE NUMBERS:
(850) 413-9911
(800) 320-0519

US COAST GUARD NATIONAL RESPONSE CENTER NUMBER: (800) 424-8802

FLORIDA MARINE PATROL: (888) 404-3922

DEP DISTRICT EMERGENCY RESPONSE OFFICES: BOCA RATON (LOCAL OFFICE) (561) 393-5877

8:00 AM TO 5:00 PM ONLY, EST UNLESS OTHERWISE NOTED.

ADDITIONAL OFFICES LISTED BELOW ARE PROVIDED IN THE EVENT OF AN EMERGENCY AND THE LOCAL OFFICE IS NOT AVAILABLE.

TALLAHASSEE: (850) 245-2010
PENSACOLA: (850) 595-8300 (CENTRAL TIME)
JACKSONVILLE: (904) 807-3300
ORLANDO: (407) 893-3337
TAMPA: (813) 632-7641
FT. MYERS: (239) 332-6975

ADDITIONAL CONTACT INFORMATION CAN BE FOUND HERE:
HTTP://WWW.DEP.STATE.FL.US/LAW/CONTACTS.HTM#EMERGENCY

INFORMATION THAT MUST BE REPORTED IS AS FOLLOWS:

NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON REPORTING.
NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON RESPONSIBLE FOR THE DISCHARGE OR RELEASE, IF KNOWN.
DATE AND TIME OF THE DISCHARGE OR RELEASE.
TYPE OR NAME OF SUBSTANCE DISCHARGED OR RELEASED.
ESTIMATED AMOUNT OF THE DISCHARGE OR RELEASE.
LOCATION OR ADDRESS OF DISCHARGE OR RELEASE.
SOURCE AND CAUSE OF THE DISCHARGE OR RELEASE.
SIZE AND CHARACTERISTICS OF AREA AFFECTED BY THE DISCHARGE OR RELEASE.
CONTAINMENT AND CLEANUP ACTIONS TAKEN TO DATE.
OTHER PERSONS OR AGENCIES CONTACTED.

TO MINIMIZE THE POTENTIAL FOR A SPILL OF PETROLEUM PRODUCT OR HAZARDOUS MATERIALS TO COME IN CONTACT WITH STORMWATER, THE FOLLOWING STEPS SHALL BE IMPLEMENTED:

1) ALL MATERIALS WITH HAZARDOUS PROPERTIES, SUCH AS PESTICIDES, PETROLEUM PRODUCTS, FERTILIZERS, SOAPS, DETERGENTS, CONSTRUCTION CHEMICALS, ACIDS, BASES, PAINTS, PAINT SOLVENTS, ADDITIVES FOR SOIL STABILIZATION, CONCRETE, CURING COMPOUNDS AND ADDITIVES, ETC., SHALL BE STORED IN A SECURE LOCATION, UNDER COVER AND IN APPROPRIATE, TIGHTLY SEALED CONTAINERS WHEN NOT IN USE.

2) THE MINIMUM PRACTICAL QUANTITY OF ALL SUCH MATERIALS SHALL BE KEPT ON THE JOB SITE AND SCHEDULED FOR DELIVERY AS CLOSE TO TIME OF USE AS PRACTICAL.

3) A SPILL CONTROL AND CONTAINMENT KIT (CONTAINING FOR EXAMPLE, ABSORBENT MATERIAL SUCH AS KITTY LITTER OR SAWDUST, ACID, BASE, NEUTRALIZING AGENT, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, PLASTIC AND METAL TRASH CONTAINERS, ETC.) SHALL BE PROVIDED AT THE CONSTRUCTION SITE AND ITS LOCATION(S) SHALL BE IDENTIFIED WITH LEGIBLE SIGNAGE AND SHOWN ON SITE MAPS.
a. THE SPILL CONTROL AND CONTAINMENT KIT SUPPLIES SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.
b. CONTENTS SHALL BE INSPECTED DAILY DURING THE DAILY STORMWATER INSPECTION.

4) ALL PRODUCTS SHALL BE STORED IN AND USED FROM THE ORIGINAL CONTAINER WITH THE ORIGINAL PRODUCT LABEL. CONTAINERS MUST BE STORED IN A MANNER TO PROTECT THEM FROM THE ELEMENTS AND INCIDENTAL DAMAGE.

5) ALL PRODUCTS SHALL BE USED IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL.

6) THE DISPOSAL OF EXCESS OR USED PRODUCTS SHALL BE IN STRICT COMPLIANCE WITH INSTRUCTIONS ON THE PRODUCT LABEL AND REGULATIONS.

MATERIAL MANAGEMENT NOTES

A. SOLID WASTE DISPOSAL – SUBSTANCES THAT HAVE THE POTENTIAL FOR POLLUTING SURFACE AND/OR GROUNDWATER MUST BE CONTROLLED BY ANY MEANS NECESSARY TO ENSURE THAT THOSE DO NOT DISCHARGE FROM THE SITE. IN THIS REGARD, POTENTIALLY POLLUTING SUBSTANCES SHALL BE STORED AND HANDLED IN A MANNER CONSISTENT WITH THE RISK OF IMPACT THOSE REPRESENT, AND ACCORDING WITH THE REGULATIONS.

NO SOLID MATERIALS, INCLUDING BUILDING MATERIALS, ARE ALLOWED TO BE DISCHARGED FROM THE SITE WITH STORMWATER. ALL SOLID WASTE, INCLUDING DISPOSABLE MATERIALS INCIDENTAL TO THE CONSTRUCTION ACTIVITIES, MUST BE COLLECTED AND PLACED IN CONTAINERS. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORMWATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE. THE CONTAINERS SHALL BE HAULED AWAY FROM THE SITE AND EMPTIED WHEN THOSE BECOME 95% FULL, OR AS NECESSARY, BY A CERTIFIED TRASH DISPOSAL SERVICE. LIDS OR COVERS FOR THE CONTAINERS SHALL BE PROVIDED FOR USE DURING RAIN EVENTS TO PREVENT WASTE CONTACT WITH STORMWATER. WASTES THAT CANNOT BE STORED IN A CONTAINER MUST BE STORED UNDER COVER OR INDOORS. THE LOCATION OF SOLID WASTE RECEPTACLES SHALL BE SHOWN ON THE SITE MAPS.

B. SANITARY FACILITIES – ALL PERSONNEL INVOLVED WITH CONSTRUCTION ACTIVITIES MUST COMPLY WITH STATE AND LOCAL SANITARY OR SEPTIC SYSTEM REGULATIONS. PORTABLE TOILETS MUST BE LOCATED AT LEAST 30 FEET FROM INLETS, CHANNELS, SWALES, OR PERMITTED LIMITS OF DISTURBANCE, AND MUST BE LOCATED AT LEAST 50 FEET FROM WATERS OF THE STATE OR WATERS OF THE U.S. PORTABLE TOILETS MUST BE SECURELY ANCHORED AND/OR TIED DOWN. SECONDARY CONTAINMENT SHALL BE PROVIDED AND FULL CAPACITY SHALL BE RESTORED IMMEDIATELY UPON DISCOVERY OF ITS DIMINISHMENT. THE LOCATION OF SANITARY FACILITIES SHALL BE SHOWN ON THE SITE MAPS.

C. TEMPORARY PARKING – THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AREA AS CONDITIONS DEMAND.

D. MATERIAL STORAGE AREAS – MATERIAL STORAGE AREAS SHOULD BE LOCATED, WHEN POSSIBLE, TO MINIMIZE EXPOSURE TO WEATHER. INSPECTIONS SHALL EVALUATE DISTURBED AREAS AND AREAS USED FOR STORING MATERIALS THAT ARE EXPOSED TO RAINFALL FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM OR DISCHARGING FROM THE SITE. IF NECESSARY, THE MATERIALS MUST BE COVERED OR ORIGINAL COVERS MUST BE REPAIRED OR SUPPLEMENTED. ALSO, PROTECTIVE BERMS MUST BE CONSTRUCTED, IF NEEDED, TO CONTAIN RUNOFF FROM MATERIAL STORAGE AREAS. GC SHALL ADHERE TO ALL STATE AND LOCAL REGULATIONS PERTAINING TO MATERIAL STORAGE AREAS.

CHEMICALS, PAINTS, SOLVENTS, FERTILIZERS, AND OTHER TOXIC MATERIALS MUST BE STORED IN WATERPROOF CONTAINERS, EXCEPT DURING APPLICATION, THE CONTAINERS AND THE CONTENTS MUST BE KEPT IN TRUCKS OR INSIDE OF STORAGE FACILITIES. RUNOFF CONTAINING SUCH MATERIAL MUST BE COLLECTED, REMOVED FROM THE SITE, TREATED, AND DISPOSED OF AT AN APPROVED SOLID WASTE AND CHEMICAL DISPOSAL FACILITY.

E. CEMENT AND CONCRETE WASTE MANAGEMENT: CONCRETE WASHOUT – CONCRETE WASTE MANAGEMENT PERTAINS TO WASTE FROM CONCRETE READY-MIX TRUCKS, MASONRY OPERATIONS, AND SIMILAR WASTE.

DISCHARGE OF EXCESS OR WASTE CONCRETE AND/OR WASH WATER FROM CONCRETE TRUCKS IS ALLOWED AT THE CONSTRUCTION SITE.

ALTERNATIVELY, WASTE CONCRETE CAN BE PLACED INTO FORMS TO MAKE RIP RAP AND/OR OTHER USEFUL CONCRETE PRODUCTS. PORTABLE CONCRETE WASHOUT CONTAINERS SHALL BE DISPOSED IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS. THE GC IS RESPONSIBLE FOR ASSURING THAT THESE PROVISIONS, APPLICABLE LAWS, AND ENVIRONMENTAL REGULATIONS ARE FOLLOWED. THE LOCATION OF CONCRETE WASHOUT CONTAINERS SHALL BE SHOWN ON THE SITE MAPS.

F. MASONS' AREA – THE GC SHALL IDENTIFY MASONS' AREA WITH LEGIBLE SIGNAGE ON THE SITE. TO THE EXTENT PRACTICAL, ALL MASONRY TOOLS, MATERIAL INCLUDING SAND AND SACKED CEMENT AND/OR MORTAR MATERIALS, MIX, AND EQUIPMENT SHALL BE LOCATED WITHIN THE AREA IDENTIFIED. MATERIALS VULNERABLE TO WEATHER ELEMENTS SHALL BE STORED IN CONTAINERS AT THE END OF EACH WORK DAY; SUCH MATERIALS SHALL REMAIN STORED IN CONTAINERS WHEN NOT IN USE.

RUNOFF CONTROL, SUCH AS DIVERSION BERMS, SILT FENCE, SILT DIKE, OR OTHER MEANS OF CONTAINMENT SHALL BE PROVIDED TO PREVENT THE MIGRATION OF STORMWATER POLLUTANTS FROM THE MASONS' AREA. COVERED RECEPTACLES FOR DEBRIS AND TRASH DISPOSAL SHALL ALSO BE PROVIDED.

THE MASONS' AREA SHALL MEET OSHA AND OTHER REGULATORY REQUIREMENTS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE), FIRE EXTINGUISHERS, ETC. GC SHALL PROVIDE SCREENING OR OTHER TECHNOLOGIES FOR MASONS' AREA TO PREVENT AIRBORNE TRANSPORT OF CEMENT DUST AND OTHER PARTICULATES DUE TO HIGH SPEED WIND OR OTHER CONDITIONS. THE LOCATION OF THE MASONS' AREA SHALL BE SHOWN ON THE SITE MAPS.

G. FUEL TANKS – THE GC SHALL IDENTIFY FUELING AREAS WITH LEGIBLE SIGNAGE ON THE SITE. TEMPORARY ON-SITE FUEL TANKS FOR CONSTRUCTION VEHICLES SHALL MEET ALL LOCAL, STATE AND FEDERAL REGULATIONS FOR SINGLE AND DOUBLE WALLED. SHALL BE PROVIDED WITH SECONDARY CONTAINMENT (THAT IS CONTAINMENT EXTERNAL TO AND SEPARATE FROM PRIMARY CONTAINMENT). TANKS SHALL HAVE APPROVED SPILL CONTAINMENT WITH INCAPACITY REQUIRED BY THE APPLICABLE REGULATIONS. SECONDARY CONTAINMENT SHALL BE CONSTRUCTED OF MATERIALS OF SUFFICIENT THICKNESS, DENSITY, AND COMPOSITION SO AS NOT TO BE STRUCTURALLY WEAKENED AS A RESULT OF CONTACT WITH THE FUEL STORED AND CAPABLE OF CONTAINING MAXIMUM FUEL FLOW FOR A PERIOD OF TIME SUFFICIENT TO EQUAL THE MAXIMUM ANTICIPATED TIME SUFFICIENT TO ALLOW RECOVERY OF DISCHARGED FUEL. IT SHALL BE CAPABLE OF CONTAINING 110% OF THE VOLUME OF THE PRIMARY TANK IF A SINGLE TANK IS USED, OR IN THE CASE OF MULTIPLE TANKS, 150% OF THE LARGEST TANK OR 110% OF THE AGGREGATE, WHICHEVER IS LARGER.

THE TANKS SHALL BE IN SOUND CONDITION, FREE OF RUST OR OTHER DAMAGE WHICH MIGHT COMPROMISE CONTAINMENT. FUEL STORAGE AREAS SHALL MEET ALL EPA, OSHA AND OTHER REGULATORY REQUIREMENTS FOR SIGNAGE, FIRE EXTINGUISHERS, ETC. HOSES, VALVES, FITTINGS, CAPS, FILLER NOZZLES, AND ASSOCIATED HARDWARE SHALL BE MAINTAINED IN PROPER WORKING CONDITION AT ALL TIMES. TANKS SHALL BE LOCATED TO MINIMIZE EXPOSURE TO WEATHER AND SURFACE WATER DRAINAGE FEATURES. THE LOCATION OF FUEL TANKS SHALL BE SHOWN ON THE SITE MAPS.

A SPILL PREVENTION, CONTROL AND COUNTERMEASURE (SPCC) PLAN MUST BE DEVELOPED IF ABOVEGROUND OIL STORAGE CAPACITY AT THE CONSTRUCTION SITE EXCEEDS 1,320 GALLONS OR AS SPECIFIED BY STATE. CONTAINERS WITH A STORAGE CAPACITY OF 55-GALLONS OR LESS ARE NOT INCLUDED WHEN CALCULATING SITE STORAGE CAPACITY. THE GC SHALL WORK WITH THE CEC TO DEVELOP AND IMPLEMENT A SPCC PLAN IN ACCORDANCE WITH THE OIL POLLUTION PREVENTION REGULATION AT TITLE 40 OF THE CODE OF FEDERAL REGULATIONS, PART 112, (40 CFR 112).

H. EQUIPMENT CLEANING AND MAINTENANCE AREAS – THE GC SHALL DESIGNATE AREAS ON THE SITE MAPS FOR EQUIPMENT CLEANING, MAINTENANCE, AND REPAIR. THE GC AND SUBCONTRACTORS SHALL UTILIZE SUCH DESIGNATED AREAS. CLEANING, MAINTENANCE, AND REPAIR AREAS SHALL BE PROTECTED BY A TEMPORARY PERIMETER BERM, SHALL NOT OCCUR WITHIN 100 FEET OF ANY WATERWAY, WATER BODY OR WETLAND, AND SHALL OCCUR IN AREAS LOCATED AS FAR AS PRACTICAL FROM STORM SEWER INLETS. DRIP PANS SHALL BE USED FOR VEHICLE MAINTENANCE ACTIVITIES AND RESULTANT WASTES SHALL BE DISPOSED OF IN ACCORDANCE WITH THE HAZARDOUS MATERIAL MANAGEMENT AND SPILL REPORTING PLAN NOTES INCLUDED ON THIS PLAN SHEET.

USE OF DETERGENTS FOR LARGE SCALE WASHING IS PROHIBITED (FOR EXAMPLE, WASHING VEHICLES, BUILDINGS, PAVEMENT SURFACES, ETC.). ALL WASH WATER SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

WIND EROSION CONTROL PRACTICES:

A. WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:

1. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.
2. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED (SEE PERMANENT STABILIZATION PRACTICES FOR DETAILS). THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN. CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVERSEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUNDCOVER (SEE TEMPORARY STABALIZATION PRACTICES FOR DETAILS).
3. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS SHOULD INCLUDE ERECTION OF DUST CONTROL FENCES. A 6-FT GEOTEXTILE FILTER FABRIC SHOULD BE HANGING AGAINST A CHAIN LINK FENCE AND GATES. THIS IS TO BE MAINTAINED CONTINUOUSLY.

B. ALL DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

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Kimley»Horn
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No.	REVISIONS	DATE	BY

KHA PROJECT 243620000
DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MJM

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC
NORTH BAY VILLAGE FL

EROSION AND SEDIMENT CONTROL NOTES

SHEET NUMBER
C-300

Plotted By: Kumbhojkar, Priya Sheet Set: EL-AD N. BAY VILLAGE Layout: C-300 EROSION AND SEDIMENT CONTROL NOTES March 09, 2026 08:30:40pm K:\MIA_Civil\243620000-7913 W DRIVE\CIVIL\CADD\PlanSheets\C-300 EROSION AND SEDIMENT CONTROL NOTES.dwg
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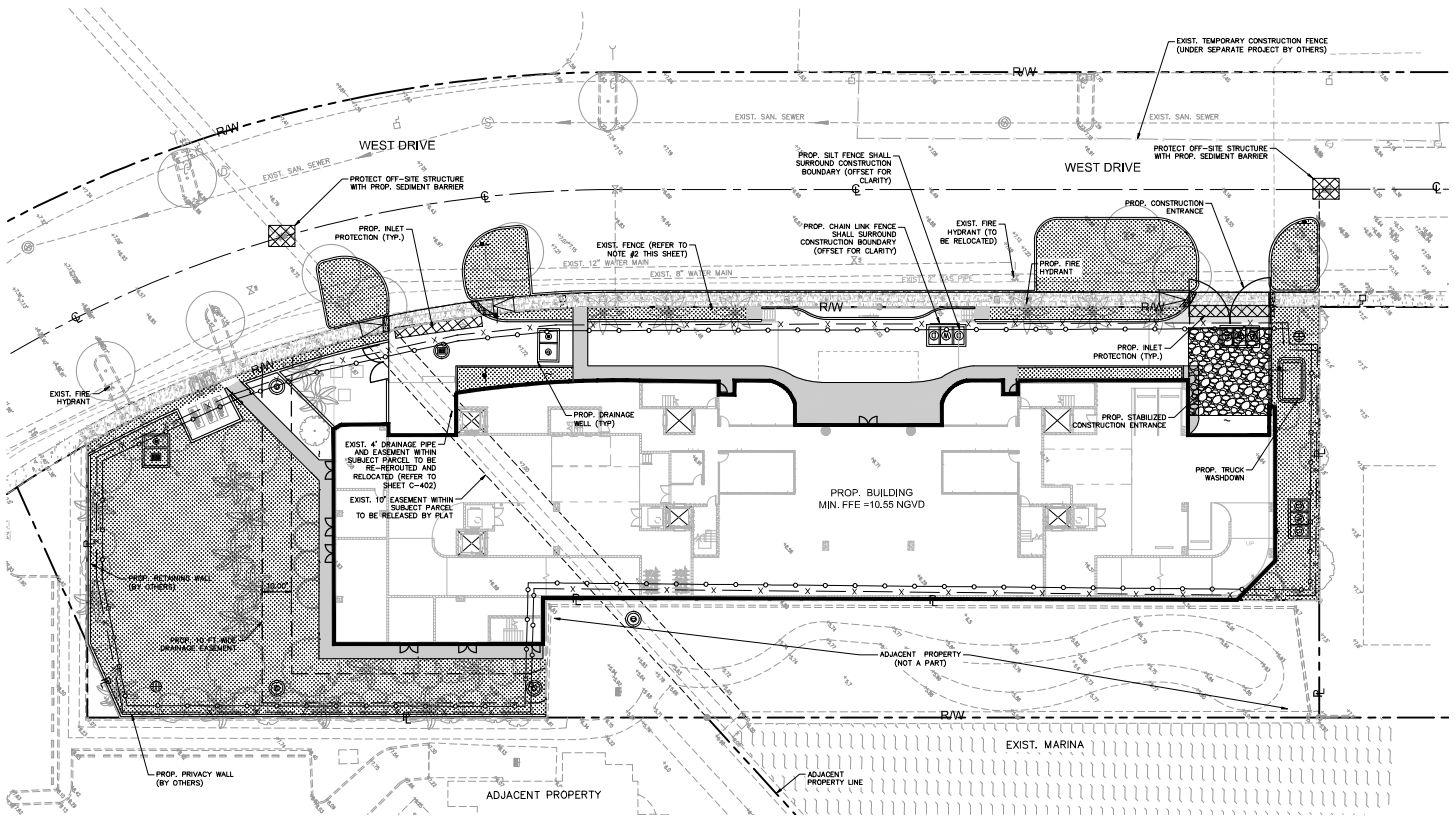

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND:

- R/W — P/L — RIGHT-OF-WAY LINE OR PROPERTY LINE
- ℄ — ℄ — CENTER LINE OF ROADWAY
- SEDIMENT BARRIER CONTROL FOR STORM STRUCTURE (REFER TO SHEET C-302 FOR DETAILS)
- PROP. STABILIZED CONSTRUCTION ENTRANCE
- PROP. SILT FENCE
- x — x — PROP. 6' CHAIN LINK CONSTRUCTION FENCE WITH DUST SCREEN
- PROP. BUILDING OUTLINE

NOTES:

1. THIS PLAN SHEET IS COMPLEMENTED BY NOTES AND DETAILS ON SHEETS C-300 AND C-302
2. CONTRACTOR TO REUSE EXISTING FENCE AS CONSTRUCTION FENCE AT HIS/HER DISCRETION.
3. CONTRACTOR TO INSTALL SILT FENCE IN AREAS OF CONSTRUCTION AND COORDINATE WITH MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS, AND CITY OF NORTH BAY VILLAGE.
4. CONSTRUCTION ENTRANCE AND WASHDOWNS TO BE PER CONTRACTOR SPECIFIED LOCATION
5. CONTRACTOR MUST PROVIDE COPY OF NPDES PERMIT TO THE CITY OF NORTH BAY VILLAGE AND AHJS PRIOR TO COMMENCING CONSTRUCTION.
6. PRIOR TO CUTTING AND/OR REMOVING ANY UTILITY LINES, CONTRACTOR SHALL COORDINATE WITH CITY OF NORTH BAY VILLAGE AND MIAMI-DADE COUNTY, AND THE UTILITY PROVIDER AS NEEDED/ REQUIRED TO ENSURE SERVICE TO SURROUNDING PROPERTIES/ PARCELS/ USERS IS NOT INTERRUPTED.

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MANUEL R. MIRANDA JR. No 94878 STATE OF FLORIDA PROFESSIONAL ENGINEER
MAR 09 2026

KHA PROJECT 243620000
DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MJM

EROSION AND SEDIMENT CONTROL PLAN

EL-AD N. BAY VILLAGE

PREPARED FOR
EL-AD. NBV, LLC

NORTH BAY VILLAGE FL

SHEET NUMBER
C-301

Plotted By:Kumbhojkar, Priya Sheet Set:EL-AD N. BAY VILLAGE Layout:C-301 EROSION AND SEDIMENT CONTROL PLAN March 09, 2026 08:31:02pm K:\MIB_Civil\243620000-7913 W DRIVE\CIVIL\CADD\PlanSheets\C-301 EROSION AND SEDIMENT CONTROL PLAN.dwg
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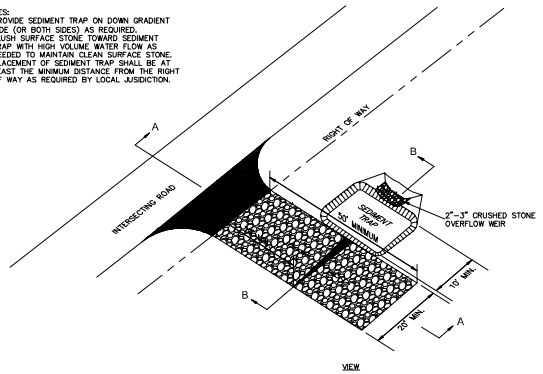
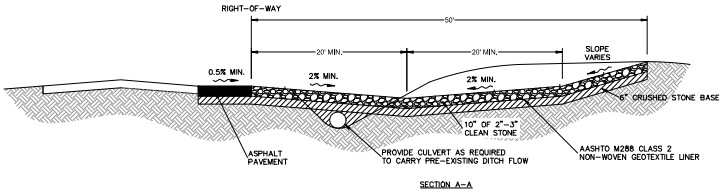
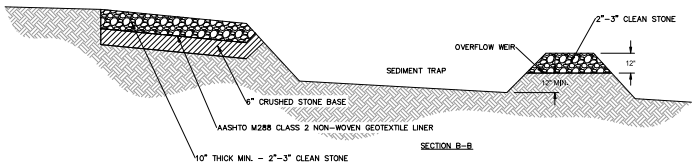
NOTES:
1. PROVIDE SEDIMENT TRAP ON DOWN GRADIENT SIDE (OR BOTH SIDES) AS REQUIRED.
2. FLUSH SURFACE STONE TOWARD SEDIMENT TRAP WITH HIGH VOLUME WATER FLOW AS NEEDED TO MAINTAIN CLEAN SURFACE STONE.
3. PLACEMENT OF SEDIMENT TRAP SHALL BE AT LEAST THE MINIMUM DISTANCE FROM THE RIGHT OF WAY AS REQUIRED BY LOCAL JUSIDICTION.



VIEW

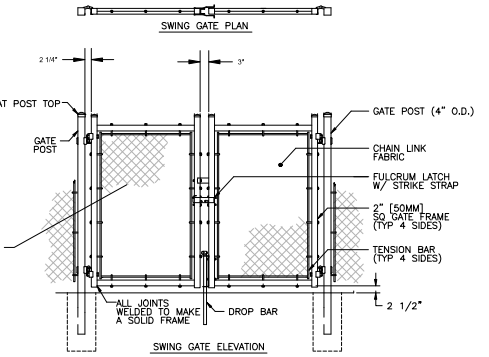


SECTION A-A



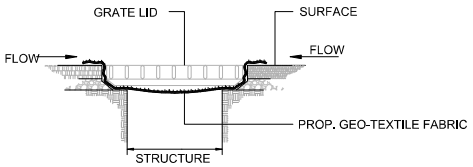
SECTION B-B

CONSTRUCTION EXIT
N.T.S



GATE NOTES:
1. GATE MATERIAL SHALL MATCH EXISTING GATES/FENCE.
2. BRACING SHALL BE PROVIDED.
3. GATES ARE MANUALLY OPERATED.

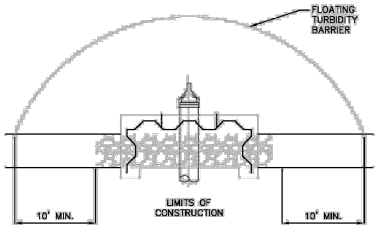
TEMPORARY 24' WIDE SWING GATES (FIRE DEPARTMENT ACCESSIBLE)
N.T.S.



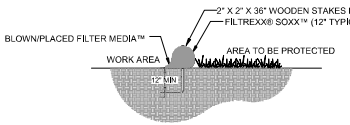
NOTES:

1. CONTRACTOR SHALL PERFORM DAILY INSPECTIONS OF GEO-TEXTILE FABRIC BARRIER AND AS NECESSARY REPLACE OR REPAIR AS REQUIRED. SPECIFICALLY AFTER STORM EVENTS AND LARGE RAINFALL EVENTS.

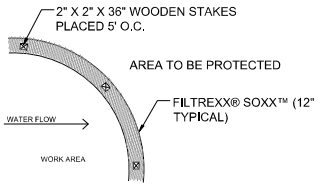
2. SEDIMENTATION AND DEBRIS THAT ARE REMOVED FROM BARRIERS SHALL BE LEGALLY DISPOSED OF AT AN AUTHORIZED OFF-SITE DISPOSAL FACILITY.



CATCH BASIN/ TRENCH DRAIN/ DRAINAGE WELL SEDIMENT BARRIER DETAIL
N.T.S.



SECTION



NOTES:
1. ALL MATERIAL TO MEET FILTREXX SPECIFICATIONS
2. FILTER MEDIA FILL TO MEET APPLICATION REQUIREMENTS
3. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER

PLAN
FILTREXX SEDIMENT CONTROL
N.T.S.

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MARIA A. MOTO — LICENSE No 94878 — STATE OF FLORIDA — PROFESSIONAL ENGINEER — MAR. 09 2026

KHA PROJECT 24362000000
DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MAM

EROSION AND SEDIMENT CONTROL DETAILS

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC
NORTH BAY VILLAGE FL

SHEET NUMBER
C-302

Plotted By:Kumbhojkar, Priya Sheet Set:EL-AD N. BAY VILLAGE Layout:C-302 EROSION AND SEDIMENT CONTROL DETAILS March 09, 2026 06:31:12pm K:\WB_Civil\24362000-7913 W DRIVE\Civil\CADD\PlanSheets\C-302 EROSION AND SEDIMENT CONTROL DETAILS.dwg
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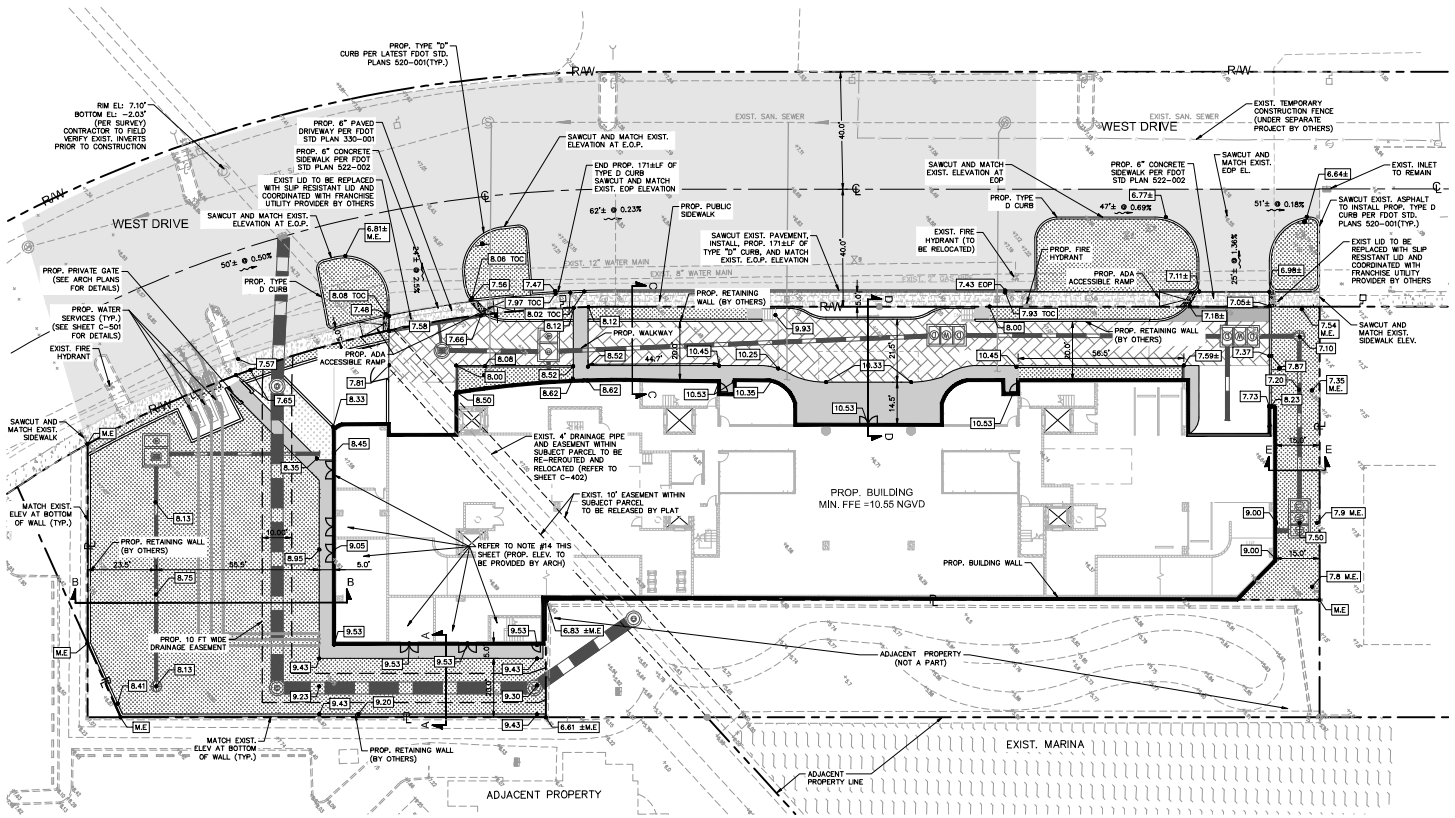

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND:

- RIGHT-OF-WAY LINE OR PROPERTY LINE
- CENTER LINE OF ROADWAY
- EXIST. ELEVATION
- PROP. ELEVATION
- PROP. BUILDING OUTLINE
- PROP. PUBLIC SIDEWALK (PER FDOT STD. PLANS 522-001)
- PROP. 1.5" SP 12.5 ASPHALT MILL AND RESURFACE
- PROP. GREEN SPACE (REFER TO ARCH/LANDSCAPE ARCHITECT FOR NOTES DETAILS/SPECS)
- PROP. PRIVATE HARDSCAPE (REFER TO ARCH/LANDSCAPE ARCHITECT FOR NOTES/DETAILS/SPECS)
- PROP. PERVIOUS PAVER HARDSCAPE (REFER TO ARCH/LANDSCAPE ARCHITECT FOR NOTES/DETAILS/SPECS)

NOTES:

1. ALL WALKWAYS SHALL HAVE A MAXIMUM SLOPE LESS THAN 2% PERPENDICULAR TO THE DIRECTION OF TRAVEL AND LESS THAN 5% IN THE DIRECTION OF TRAVEL. ALL PEDESTRIAN CURB RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1:12 (VH). ALL LANDINGS AT STAIRS AND RAMPS SHALL HAVE A MAXIMUM SLOPE OF 2% (BOTH DIRECTIONS).
2. THE ASPHALT PAVEMENT SURFACE WITHIN HANDICAP PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2% IN ANY DIRECTION.
3. ALL MAXIMUM SLOPES ARE ABSOLUTE AND SUPERSEDE CONSTRUCTION TOLERANCES STATED IN THE PROJECT SPECIFICATION. THE CONTRACTOR HAS THE OPTION OF ADJUSTING GRADES TO ALLOW FOR CONSTRUCTION TOLERANCE BUT SHALL NOT EXCEED THE MAXIMUMS SPECIFIED ABOVE BY ANY AMOUNT. PAVEMENT SLOPES WILL BE REVIEWED AFTER CONSTRUCTION AND ANY PAVEMENT FOUND TO EXCEED THE MAXIMUMS SPECIFIED ABOVE WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL CONTACT THE SITE ENGINEER REGARDING ANY GRADE REVISIONS PRIOR TO CONSTRUCTION OF THE PAVEMENT AND SIDEWALK AREAS.
5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED/IMPROVEMENTS SHOWN ON THESE PLANS.
6. ALL CUT AND FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
7. IF ANY EXISTING DRAINAGE STRUCTURES TO REMAIN IN SERVICE ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR THOSE STRUCTURES TO PRIOR CONDITION, OR BETTER, TO REPLACE THEM, AS NECESSARY.
8. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ENSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
9. ELEVATIONS ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
10. ALL EXISTING RIMS, VAULTS, ETC TO BE ADJUSTED AS REQUIRED TO MATCH PROPOSED ASPHALT OR SIDEWALK GRADES.
11. CONTRACTOR TO COORDINATE DIRECTLY WITH UTILITY OWNER REGARDING REPLACEMENT WITH TRAFFIC BEARING VAULT/COVER.
12. CLEAN AND DESILT EXIST. DRAINAGE SYSTEM ADJACENT TO PROPERTY.
13. REFER TO ARCHITECTURAL/ STRUCTURAL ENGINEER FOR STAIR, RAMP AND HANDRAIL DETAILS.
14. REFER TO ARCHITECTURAL/ STRUCTURAL ENGINEER FOR FLOODPROOFING DETAILS (IF REQUIRED).
15. REFER TO AHJ STANDARDS FOR STANDARD SIDEWALK AND PAVING MATERIALS IN THE PUBLIC R/W. REFER TO LANDSCAPE ARCHITECTURE FOR PROPOSED HARDSCAPE LOCATIONS AND DETAILS. NOTE- NONSTANDARD PAVING MATERIALS IN THE R/W TO BE COORDINATED WITH THE AHJ AND DETAILS TO BE PROVIDED BY THE LANDSCAPE ARCHITECT.
16. REFER TO ARCHITECTURAL / STRUCTURAL FOR GRADING WITHIN BUILDING FOOTPRINT AND UNDER BUILDING OVERHANG. RIMS OF PROPOSED DRAINAGE AND SEWER STRUCTURES WITHIN BUILDING FOOTPRINT TO BE FLUSH WITH HARDSCAPE.
17. ANY VEGETATION, MUCK OR DELETERIOUS MATERIAL WITHIN RIGHT OF WAY TO BE REMOVED AND REPLACED IN PLACE WITH CLEAN FILL MATERIAL SUITABLE FOR INCLUSION IN ROADWAY FILL
18. ASPHALT SURFACE COURSE SHALL NOT BE PLACED UNTIL AS-BUILT DRAWINGS OF THE LIMEROCK BASE HAVE BEEN SUBMITTED
19. THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 0.04' FROM THE APPROVED GRADING PLAN, AND ALL AREAS SHALL BE GRADED TO DRAIN. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED
20. SUBGRADE DENSITY SHALL BE 98% MIN (PER AASHTO T-180 AND LBR 40) AND LIMEROCK DENSITY SHALL BE MIN 98% (PER AASHTO T-180 AND LBR 100)

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No.	REVISIONS	DATE	BY

JOSE M. MOTO, P.E. No 94878 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT

DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MJM

PAVING AND GRADING PLAN

EL-AD N. BAY VILLAGE

PREPARED FOR

EL-AD. NBV, LLC

NORTH BAY VILLAGE FL

SHEET NUMBER
C-401

Plotted By:Kumbhalkar, Priya Sheet Set:EL-AD N. BAY VILLAGE Layout:C-401 PAVING AND GRADING PLAN March 09, 2026 08:31:28pm K:\MIA_Civil\243630000-7913 N. DRIVE\CIVIL\CADD\PlanSheets\C-401 PAVING AND GRADING PLAN.dwg
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DRAINAGE STRUCTURE TABLE			
STRUCTURE NUMBER	STRUCTURE TYPE	RIM ELEVATION	INVERT ELEVATION (* DENOTES BAFFLE)
DW-1	PROP. DRAINAGE WELL (SEE DETAIL ON SHEET C-403)	RIM = 7.10	(15") -3.69 (W) (15") 3.60 (S) HDPE
DW-2	PROP. DRAINAGE WELL (SEE DETAIL ON SHEET C-403)	RIM = 7.50	(15") 3.50 (S) HDPE (15") -3.09 (E) HDPE (6") 3.50 (W) HDPE (15") -3.19 (N)
DW-3	PROP. DRAINAGE WELL (SEE DETAIL ON SHEET C-403)	RIM = 10.00	(15") 3.50 (S) HDPE (15") 3.50 (N) HDPE
DW-4	PROP. DRAINAGE WELL (SEE DETAIL ON SHEET C-403)	RIM = 7.50	(15") 3.50 (S) HDPE (15") 3.50 (N) HDPE (12") 4.00 (E) HDPE
DW-5	PROP. DRAINAGE WELL (SEE DETAIL ON SHEET C-403)	RIM = 7.00	(12") 3.50 (N) HDPE (12") -2.54 (E) HDPE
MH-1	PROP. STORM MH	RIM = 7.80	(15") 3.50 (N) HDPE (6") 3.50 (W) HDPE
R	PROP. STORM MH	RIM = 7.45	(48") 1.50 (SE) HDPE
R1	PROP. STORM MH	RIM = 6.45	(48") 1.50 (NW) HDPE (48") 1.50 (S) HDPE
R2	PROP. STORM MH	RIM = 6.85	(48") 1.90 (N) HDPE (48") 1.90 (W) HDPE
R3	PROP. STORM MH	RIM = 7.70	(48") 2.70 (E) HDPE (48") 1.70 (W) HDPE
YD-1	PROP. 24" NYLOPLAST DRAIN BASIN	RIM = 7.00	(12") -2.86 (W) HDPE
YD-2	PROP. 24" NYLOPLAST DRAIN BASIN	RIM = 0.00	(15") -3.28 (S) (15") -3.38 (E)

NOTES:

1. ALL WALKWAYS SHALL HAVE A MAXIMUM SLOPE LESS THAN 2% PERPENDICULAR TO THE DIRECTION OF TRAVEL AND LESS THAN 5% IN THE DIRECTION OF TRAVEL. ALL PEDESTRIAN CURB RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1:12 (V:H). ALL LANDINGS AT STAIRS AND RAMPS SHALL HAVE A MAXIMUM SLOPE OF 2% (BOTH DIRECTIONS).
2. THE ASPHALT PAVEMENT SURFACE WITHIN HANDICAP PARKING STALLS AND ACCESS AISLES SHALL NOT EXCEED 2% IN ANY DIRECTION.
3. ALL MAXIMUM SLOPES ARE ABSOLUTE AND SUPERSEDE CONSTRUCTION TOLERANCES STATED IN THE PROJECT SPECIFICATION. THE CONTRACTOR HAS THE OPTION OF ADJUSTING GRADES TO ALLOW FOR CONSTRUCTION TOLERANCE BUT SHALL NOT EXCEED THE MAXIMUMS SPECIFIED ABOVE BY ANY AMOUNT. PAVEMENT SLOPES WILL BE REVIEWED AFTER CONSTRUCTION AND ANY PAVEMENT FOUND TO EXCEED THE MAXIMUMS SPECIFIED ABOVE WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT OR SITE ENGINEER REGARDING ANY GRADE REVISIONS PRIOR TO CONSTRUCTION OF THE PAVEMENT AND SIDEWALK AREAS.
5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
6. ALL CUT AND FILL SLOPES SHALL BE 4:1 OR FLATTER UNLESS OTHERWISE NOTED.
7. IF ANY EXISTING DRAINAGE STRUCTURES TO REMAIN IN SERVICE ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR THOSE STRUCTURES TO PRIOR CONDITION, OR BETTER, TO REPLACE THEM, AS NECESSARY.
8. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ENSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
9. ELEVATIONS ARE BASED UPON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
10. ALL EXISTING RIMS, VAULTS, ETC TO BE ADJUSTED AS REQUIRED TO MATCH PROPOSED ASPHALT GRADES.
11. CLEAN AND DESILT EXIST. DRAINAGE SYSTEM ADJACENT TO PROPERTY.
12. REFER TO ARCHITECTURAL/ STRUCTURAL ENGINEER FOR STAIR, RAMP AND HANDRAIL DETAILS.
13. REFER TO ARCHITECTURAL/ STRUCTURAL ENGINEER FOR FLOODPROOFING DETAILS (IF REQUIRED.
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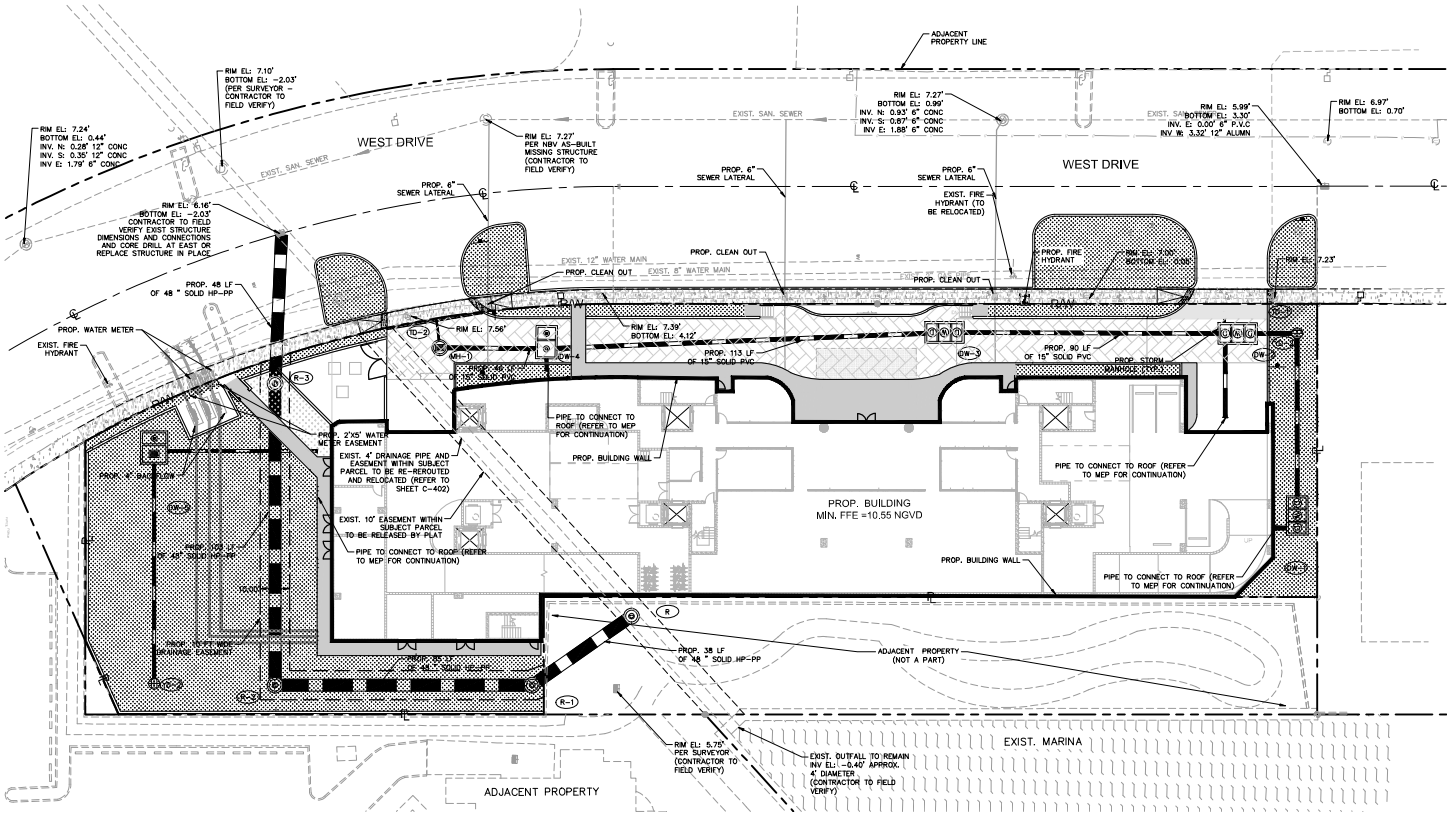
16. REFER TO ARCHITECT FOR GRADING WITHIN BUILDING FOOTPRINT

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND:

- R/W — P/L — RIGHT-OF-WAY LINE OR PROPERTY LINE
- C/L — C/L — CENTER LINE OF ROADWAY
- EXIST. ELEVATION
- PROP. ELEVATION
- PROP. BUILDING OUTLINE
- PROP. PUBLIC SIDEWALK (PER FDOT STD. PLANS 522-001)
- PROP. GREEN SPACE (REFER TO ARCH/LANDSCAPE ARCHITECT FOR NOTES DETAILS/SPECS)
- PROP. PRIVATE HARDSCAPE (REFER TO ARCH/LANDSCAPE ARCHITECT FOR NOTES/DETAILS/SPECS)
- PROP. PERVIOUS PAVER HARDSCAPE (REFER TO ARCH/LANDSCAPE ARCHITECT FOR NOTES/DETAILS/SPECS)



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WWW.KIMLEY-HORN.COM REGISTRY 35106

MARK M. MOTO No 94878 STATE OF FLORIDA PROFESSIONAL ENGINEER REGISTERED

KHA PROJECT
DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MMM

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC
NORTH BAY VILLAGE FL

DRAINAGE PLAN

SHEET NUMBER
C-402

Plotted By:kumbobre Prim. Sheet Set:EL-AD N. BAY VILLAGE Layout:C-402 DRAINAGE PLAN March 09, 2026 06:31:49pm K:\MIB_Civil\243620000-7913 W DRIVE\CIVIL\CADD\PlanSheets\C-402 DRAINAGE PLAN.dwg
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DRAINAGE WELL NOTES:

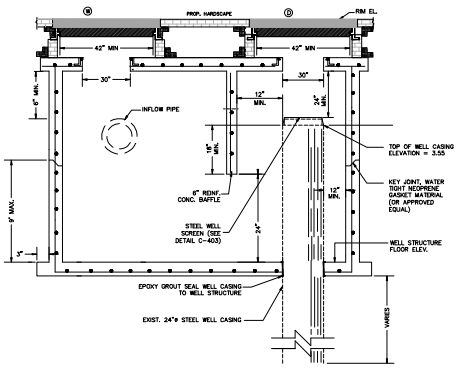
1. DEEP WELL TO BE CONSTRUCTED PER DRAINAGE WELL DETAILS.
2. STEEL WELL GRATE TO BE INSTALLED OVER 24" DEEP WELL. STEEL GRATE TO BE HOT DIPPED GALVANIZED AFTER FABRICATION. COST TO BE INCLUDED IN THE PRICE OF CASING.
3. DRAINAGE WELL CASING SHALL BE 24-INCH DIAMETER WELDED OR SEAMLESS STEEL PIPE CONFORMING TO ONE OF THE FOLLOWING STANDARDS:
   a. ASTM A53/A53M-99B (1999)
   b. ASTM A135-01 (2001)
   c. ASTM A252-98 (1998)
   d. ASTM A589-96 (1996)
   e. AMERICAN PETROLEUM INSTITUTE (API) 5L-2000 (2000)
5. DRAINAGE WELL CASING SHALL ALSO CONFORM TO THE 2000 AMERICAN NATIONAL STANDARD INSTITUTE FOR WELDED AND SEAMLESS WROUGHT STEEL PIPE (ANSI/ASME B36.10M-2000).
6. DRAINAGE WELL CASING SHALL BE STENCILED WITH THE APPLICABLE STANDARD.
7. DEVELOPER OF WELL TO ASSURE 1500 P.P.M. SALINITY. THE WELL CASING SHALL PENETRATE A ZONE CONTAINING A MINIMUM OF 10,000 mg/L OF TOTAL DISSOLVED SOLIDS (TDS) IN ACCORDANCE WITH RULE 62-528.200(6), FAC.
8. ALL FINISHED WELLS SHALL ACHIEVE A MINIMUM DRAW-DOWN RATE OF 300 GPM PER FOOT OF HEAD. THE WELL DRILLER SHALL RELY ON THEIR OWN EXPERIENCE OF THE LOCAL GEOLOGY, OR THAT OF A GEOLOGIST/HYDROLOGIST (RETAINED BY THE WELL DRILLER) TO DETERMINE THE OPTIMUM DEPTH OF THE WELL CASING AND OPEN WELL IN ORDER TO ACHIEVE THE MINIMUM DRAW-DOWN RATE.
9. THE DEPTH OF THE WELL SHALL COMPLY WITH ALL FDEP REQUIREMENTS FOR UNDERGROUND INJECTION FOR CLASS V WELLS CARRYING STORM RUNOFF.
10. WELL TESTING TO COMPLY WITH ASTM D 5472-93 AND D-4050-96 AND BE PERFORMED BY A THIRD PARTY FLORIDA REGISTERED GEOLOGIST RETAINED BY THE WELL DRILLER.
11. ALL WELL BOX CONSTRUCTION JOINTS SHALL BE WATER TIGHT. WELL BOX MUST BE DESIGNED FOR UPLIFT FORCES (MIN 3 PSI) AND SIGNED AND SEALED BY A REGISTERED FLORIDA PROFESSIONAL ENGINEER.
12. DESIGN CRITERIA: DESIGN, FABRICATION AND ERECTION OF PRECAST CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-99 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND PCI DESIGN HANDBOOK. DESIGN OF CAST-IN-PLACE CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-99.
13. DESIGN LIVE LOADS: THE TOP SLAB OF DRAINAGE STRUCTURE SHALL BE DESIGNED TO CARRY TRAFFIC LOADS (HS 20 LOADING).
14. GEOTECHNICAL CRITERIA: SOIL BEARING PRESSURE UNDER STRUCTURE ASSUMED TO BE AT MINIMUM 2000 PSF. PRIOR TO INSTALLATION OF DRAINAGE STRUCTURE THE SOIL BEARING CAPACITY OF THE FOUNDATION MUST BE CONFIRMED BY THE CONTRACTOR, THROUGH A CERTIFIED GEOTECHNICAL LABORATORY.
15. CONCRETE: CONCRETE SHALL BE NORMAL WEIGHT, AND SHALL ATTAIN A 28, DAY COMPRESSIVE STRENGTH OF 4000 PSI AND SHALL MEET THE REQUIREMENT OF ASTM C478. CONCRETE COVER FOR REINFORCEMENT SHALL BE 2 INCHES EXCEPT FOOTING BOTTOM BARS SHALL HAVE 3" COVER.
16. REINFORCING: REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, AND SHALL BE OF U.S. MANUFACTURE.
17. MORTAR GROUT TO SEAL THE PIPE, TOP SLABS, AND LEVELING COURSE SHALL BE OF SUCH A MIX THAT SHRINKAGE WILL NOT CAUSE LEAKAGE INTO OR OUT OF THE UNIT. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR MORTAR FOR ENGINEER REVIEW AND APPROVAL.
18. SHOP DRAWINGS: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, SIGNED AND SEALED BY A FLORIDA LICENSED ENGINEER, FOR PRECAST STRUCTURES TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE CONSTRUCTION OF STRUCTURE.
19. MANHOLE RING & COVER: ALL MANHOLE RINGS AND COVERS, WITHIN PRIVATE PROPERTY, SHALL HAVE THE WORD "STORM SEWER" CAST ON COVER.

TRENCH DRAIN NOTE:

1. TYPICAL TRENCH DRAIN SHOWN FOR REFERENCE ONLY

MANHOLE NOTE:

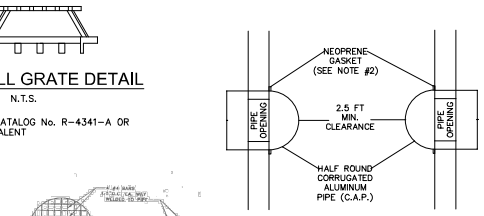
1. MANHOLE PER STANDARD SHOWN FOR REFERENCE ONLY.



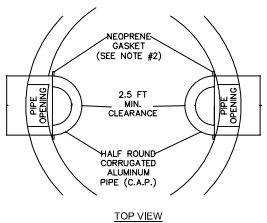
STEEL WELL GRATE DETAIL

N.T.S.

NEENAH GRATE CATALOG No. R-4341-A OR APPROVED EQUIVALENT



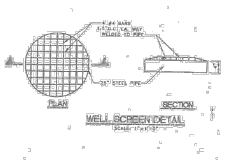
TOP VIEW
RECTANGULAR STRUCTURE



TOP VIEW
ROUND STRUCTURE

BAFFLE DETAILS

N.T.S

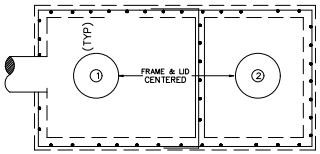


WELL SCREEN (MESH GRATE) SPECIFICATION

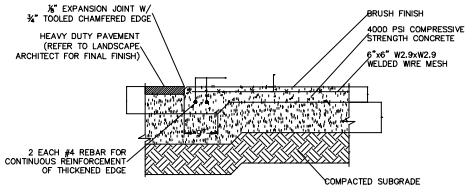
N.T.S.

WELL SCREEN TO BE SECURED AND TAMPERPROOF, BUT REMOVABLE IN THE EVENT OF WELL MAINTENANCE

NOTES:
1. ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP FOR THE BAFFLE OR BOTTOM FOR WEIR.
2. NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 2") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES OR BOTTOM OF WEIRS.
3. POLLUTION RETARDANT BAFFLE OR HALF PIPE WEIR TO BE FASTENED IN PLACE WITH ⅜" x 4" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
4. FIBERGLASS BAFFLES AND WEIRS ARE NOT PERMITTED.
5. MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.



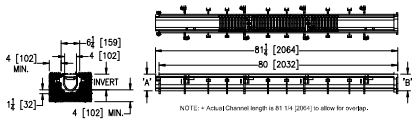
TOP VIEW



THICKENED CONCRETE PAVEMENT EDGE

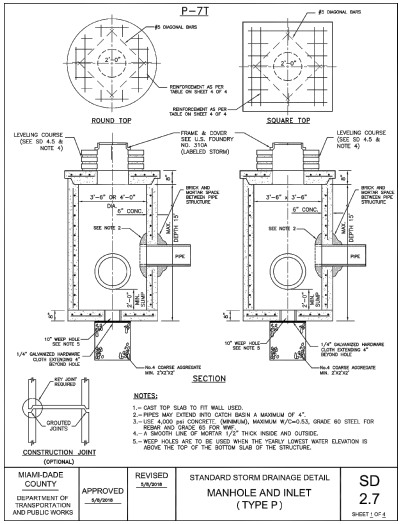
N.T.S.

*SECTION SHOWN FOR REFERENCE ONLY. TO BE CONFIRMED BY GEOTECHNICAL ENGINEER



ZURN Z886 TRENCH DRAIN DETAIL

N.T.S.



MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS	APPROVED 5/8/2018	REVISED 5/8/2018	STANDARD STORM DRAINAGE DETAIL MANHOLE AND INLET (TYPE P)	SD 2.7 SHEET 1 OF 4

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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY: 35106

MARIA M. ALFONSO No. 94878 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT

DATE	3/9/2026
SCALE	AS SHOWN
DESIGNED BY	RMP
DRAWN BY	RMP
CHECKED BY	MAM

PAVING GRADING AND DRAINAGE DETAILS

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC

SHEET NUMBER
C-403

Plotted By:kumbobo Print Sheet Set:EL-AD N. BAY VILLAGE Layout:C-403 PAVING GRADING AND DRAINAGE DETAILS March 09, 2026 08:31:59pm K:\MIA_Civil\243620000-7913 W. DRIVE\CIVIL\CADD\PlanSheets\C-403 PAVING GRADING AND DRAINAGE DETAILS.dwg
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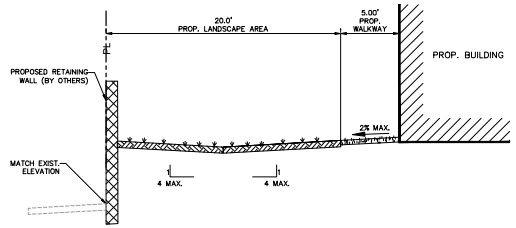
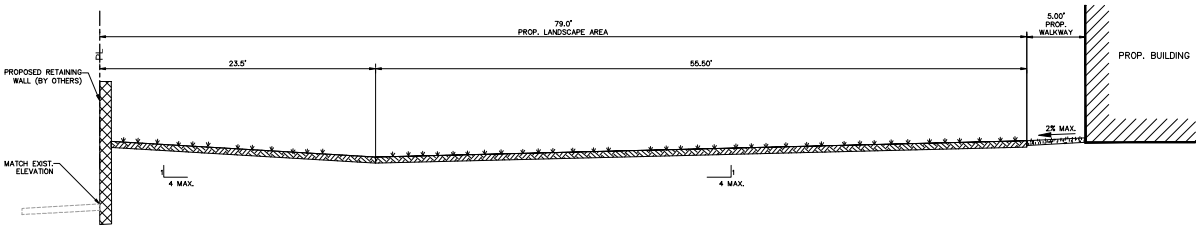


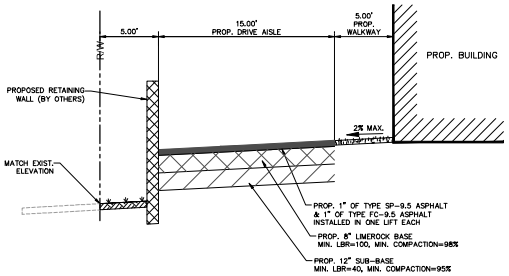
SECTION A-A

N.T.S.



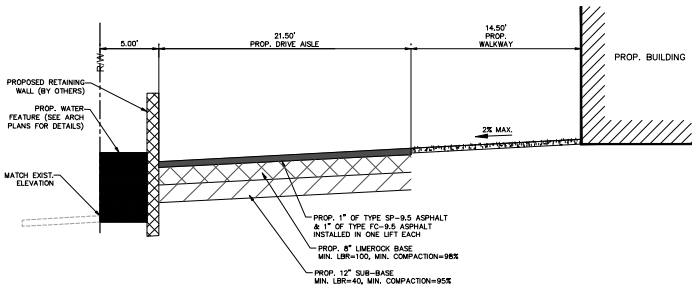
SECTION B-B

N.T.S.



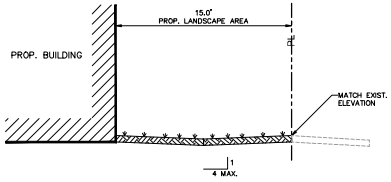
SECTION C-C

N.T.S.



SECTION D-D

N.T.S.



SECTION E-E

N.T.S.

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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY 35106

No.	REVISIONS	DATE	BY

MARK P. MORO — STATE OF FLORIDA — No 94878 — REGISTERED PROFESSIONAL ENGINEER — MAR. 09 2026

KHA PROJECT 243620000

DATE 03/09/2026

SCALE AS SHOWN

DESIGNED BY RMP

DRAWN BY RMP

CHECKED BY MMM

TYPICAL SECTIONS

EL-AD N. BAY VILLAGE

PREPARED FOR

EL-AD. NBV, LLC

NORTH BAY VILLAGE FL

SHEET NUMBER

C-404

Sunshine811

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Plotted By:Kumbhalkar, Priya Sheet Set:EL-AD N. BAY VILLAGE Layout:C-404 TYPICAL SECTIONS March 09, 2026 06:32:11pm K:\MIB_Civil\243620000-79\3 W DRIVE\CIVIL\CADD\PlanSheets\C-404 TYPICAL SECTIONS.dwg
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GENERAL NOTES & SPECIFICATION FOR SEWER MAIN INSTALLATIONS

(NOT A PART OF M-DWASD NOTES NOR APPROVAL)

1. THE CONTRACTOR SHALL MAKE EVERY REASONABLE EFFORT TO PERFORM THE WORK AND MAINTAIN SAFETY TO THE PUBLIC AND WORKERS, AND THE PROTECTION OF PROPERTY THROUGHOUT CONSTRUCTION. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH OSHA STANDARDS, AS APPLICABLE. CONTRACTOR MUST COMPLY WITH TRENCH SAFETY ACT.

2. ALL UTILITY CROSSING LINES IDENTIFIED ON PLANS AND PROFILES ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR SHALL VERIFY UTILITY INFORMATION WITH APPROPRIATE UTILITIES AND SUNSHINE STATE ONE CALL CENTER OF FLORIDA 811. CONTRACTOR TO INCLUDE ON AS-BUILTS ACCURATE ELEVATION AND LOCATION OF ALL UTILITY CONFLICTS.

3. ALL UTILITIES DAMAGED BY CONSTRUCTION MUST BE PROMPTLY REPAIRED TO THE CONDITION EXISTING PRIOR TO THE DAMAGING OF THE UTILITY. REPAIRS ARE INCIDENTAL TO THE INSTALLATION OF THE MAIN AND EXTENSIONS AND SHALL BE REPAIRED AT NO COST TO THE OWNER.

4. ALL EXISTING MANHOLES, ELECTRIC BOXES, METER BOXES, AND VALVE BOXES SHALL BE ADJUSTED TO THE PROPOSED GRADE.

5. PROPERTY DAMAGE RESULTING FROM WORK REQUIRED BY THIS CONTRACT SHALL BE CLEANED UP, REPAIRED OR REPLACED AT NO COST TO OWNER.

6. CONTRACTOR SHALL PROVIDE ALL MAINS, ALL FITTINGS, ATTACHMENTS, AND EQUIPMENT REQUIRED TO PERFORM TESTING PER M-DWASD STANDARDS. PIPE AND FITTINGS SHALL BE RESTRAINED IN ACCORDANCE WITH M-DWASD STANDARD DETAIL GS 2.0 (1 THRU 5 OF 5)

7. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF ALL INSPECTIONS.

8. ALL TRENCHES TO BE OVER-EXCAVATED A MINIMUM OF 6" TO PROVIDE FOR INSTALLATION OF ROCK BEDDING IN ACCORDANCE WITH M-DWASD STANDARDS.

9. SURFACE RESTORATION, PAVEMENT REPLACEMENT, SIDEWALK REPLACEMENT, TRENCH BACKFILLING AND COMPACTION SHALL COMPLY WITH M-DWASD STANDARD DETAILS GS1.9, SS18.0, A1.0, A1.1 AND A4.0, M-DCPWD STANDARD DETAIL R21.1 AND THE APPLICABLE CURRENT CITY OF MIAMI PUBLIC WORKS, M-DCPWD AND FDOT STANDARDS.

10. CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF EXISTING SEWER LATERALS PRIOR TO THE CONSTRUCTION OF THE SANITARY SEWER CONNECTIONS. CONTRACTOR SHALL ADJUST THE ALIGNMENT OF THE SEWER CONNECTION AND PROVIDE THE REQUIRED FITTINGS AND CLEANOUTS AS NEEDED. ALL MODIFICATIONS TO ALIGNMENT SHALL BE CLEARLY RECORDED IN THE AS-BUILT DOCUMENTS.

11. THE APPROXIMATE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS WERE PROVIDED BY THE RESPECTIVE UTILITY COMPANIES. THE EXACT HORIZONTAL AND VERTICAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING IF "OTHER" UTILITIES (NOT SHOWN IN THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS THAT WERE NOT ANTICIPATED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

12. THE PERMITTEE WILL ENSURE THAT NO UNSAFE AREA(S) FOR PEDESTRIAN WILL REMAIN DURING ANY TIME OF CONSTRUCTION. PEDESTRIAN CONTROL FOR CLOSURE OF ROADS AND SIDEWALKS SHALL BE IN ACCORDANCE WITH THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX SERIES 600.

13. ACCESS TO REMAIN OPEN AT ALL TIMES. THE PERMITTEE SHALL PROVIDE AND MAINTAIN SAFE TEMPORARY ACCESS TO ALL ADJACENT PROPERTY AT ALL TIMES AND SHALL MAINTAIN ACCOMMODATIONS FOR INTERSECTING AND CROSSING TRAFFIC WITHIN THE CONSTRUCTION ZONE. NO ROAD OR STREET CROSSING SHALL BE BLOCKED OR UNDULY RESTRICTED AS DETERMINED BY THE ENGINEER.

REQUIREMENTS PER DEPARTMENT OF HEALTH

(NOT A PART OF M-DWASD NOTES NOR APPROVAL)

WATER MAIN HORIZONTAL SEPARATIONS

1. SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE.
2. BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES, SHALL BE 3 FT. MINIMUM.
3. BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FT. MINIMUM.
4. GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FT. AND AT LEAST 6 FT. MAY BE REDUCED TO 3 FT. WHERE BOTTOM OF WATER MAIN IS AT LEAST 6 INCHES ABOVE TOP OF SEWER.
5. 10 FT. OF ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

WATER MAIN VERTICAL SEPARATIONS

6. SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS, TO BE PREFERABLY 12 INCHES, OR AT LEAST 6 INCHES ABOVE, OR AT LEAST 12 INCHES IF BELOW.*
7. PRESSURE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR RECLAIMED WATER, AT LEAST 12 INCHES ABOVE OR BELOW.*

* NOTE: CENTER 1 – FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS; ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS. AT LEAST 6 FEET FROM JOINTS IN GRAVITY OF PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER.

* NOTE: ALL WATER MAIN TEES, PLUGS, AND HYDRANTS INSTALLED UNDER THIS PROJECT SHALL BE PROVIDED WITH THRUST BLOCKS OR RESTRAINED JOINTS TO PREVENT MOVEMENT AS PER FAC 62-555.320(21)(B) AND RSWM 8.5.4

TRENCH PROTECTION

TRENCH EXCAVATION PROTECTION SHALL BE ACCOMPLISHED AS REQUIRED BY THE PROVISIONS OF, PART 1926, SUBPART P, EXCAVATIONS, TRENCHING AND SHORING OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS STANDARDS AND INTERPRETATIONS.

1. THE FOLLOWING ACTIVIES ON EXISTING WATER SERVICES AND/OR EXISTING WATER MAINS SUCH AS:
   - CUT AND PLUGS
   - WATER MAIN OFFSETS
   - INTERCONNECTIONS
   - SERVICE INSTALLATIONS/RETIREMENTS/SERVICE TRANSFERS
   - HYDRANT INSTALLATIONS/RETIREMENTS/RELOCATIONS
   - ANY WORK THAT MAY AFFECT THE QUALITY AND/OR QUANTITY OF WASD'S WATER, TRANSMISSION AND DISTRIBUTION SYSTEM

SHALL BE PERFORMED BY A LICENSED CONTRACTOR UNDER THE SUPERVISION OF WASD LICENSED OPERATOR AND WASD DONATIONS INSPECTOR UNDER THE SCOPE AND JURISDICTION OF THE CONTRACTOR'S RIGHT-OF-WAY PERMIT. PRIOR TO ANY WORK BEING DONE, THE LICENSED CONTRACTOR SHALL COORDINATE WITH WASD DONATION INSPECTOR FOR THE SCHEDULING OF THE LICENSED OPERATOR TO BE PRESENT FOR THE PROPOSED ACTIVITY.

FOR ALL PROJECTS WHERE REMOVAL OF UTILITY LINE IS PROPOSED:

1. ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, BY A LICENSED CONTRACTOR UNDER THE SUPERVISION OF WASD LICENSED OPERATOR AND WASD DONATIONS INSPECTOR UNDER THE SCOPE AND JURISDICTION OF THE CONTRACTOR'S RIGHT-OF-WAY PERMIT AS APPLICABLE.

2. ALL WATER AND/OR SEWER FACILITIES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AFTER ALL INSTALLED SERVICES FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE NEW MAINS. ANY ASSOCIATED EXCLUSIVE EASEMENTS SHALL BE CLOSED AND RELEASED AFTER THE REMOVAL OF THE EXISTING WATER AND/OR SEWER FACILITIES.

RER-DERM WATER-SEWER GENERAL NOTES

1. A horizontal distance of at least 6 feet, and preferably 10 feet (outside to outside), shall be maintained between gravity or pressure sewer pipes and water pipes. The minimum horizontal separation can be reduced to 3 feet for vacuum-type sewers or for gravity sewers where the top of the sewer pipe is at least 6 inches below the bottom of the water pipe. When the above specified horizontal distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
   c) The top of the sewer is at least 18 inches below the bottom of the water pipe.
2. A vertical distance of at least 12 inches (outside to outside) shall be maintained between any water and sewer mains with sewer pipes preferably crossing under water mains. The minimum vertical separation can be reduced to 6 inches for vacuum-type sewers or for gravity sewers where the sewer pipe is below the water main. The crossing shall be arranged so that all water main joints are at least 6 feet from all joints in gravity and pressure sewer pipes. This distance can be reduced to 3 feet for vacuum-type sewers. When the above specified vertical distance criteria cannot be met due to an existing underground facility conflict, smaller separations are allowed if one of the following is met:
   a) The sewer pipes are designed and constructed equal to the water pipe and pressure tested at 150 psi.
   b) The sewer is encased in a watertight carrier pipe or concrete.
3. Air release valves shall be provided at high points of new force main sanitary sewers.
4. Gravity sanitary sewers constructed within a public wellfield protection area shall be C-900 PVC or Ductile Iron Pipe. The maximum allowable exfiltration rate of gravity sanitary sewers constructed in a public wellfield protection area shall be:
   a) Residential Land Uses. Fifty (50) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   b) Non-Residential Land Uses. Twenty (20) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
5. The maximum allowable exfiltration rate of gravity sanitary sewers constructed outside a public wellfield protection area shall be one hundred (100) gallons per inch pipe diameter per mile per day, based on a minimum two (2) hour test having a minimum of two (2) feet of positive head above the crown of the pipe. Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
6. Forcemain sanitary sewers constructed within a public wellfield protection area shall be ductile Iron, C-900 PVC, HDPE or reinforced concrete pressure sewer pipes.
7. The maximum allowable exfiltration/leakage rate of forcemain sanitary sewers shall be:
   a) Ductile Iron, C-900 PVC, HDPE and PVC Pipe. The allowable leakage rate specified in American Water Works Association Standard (AWWAS) C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   b) Reinforced Concrete Pressure Pipe. Half (1/2) the allowable leakage rate specified in AWWA C600-82 at a test pressure of 100 psi for a duration of not less than two (2) hours.
   c) Any observed leaks or any obviously defective joints or pipes shall be replaced even when the total leakage is below that allowed.
8. The contractor shall verify nature, depth, and character of existing underground utilities prior to start of construction.
9. In no case shall a contractor install utility pipes, conduits, cables, etc. in the same trench above an existing water or sewer pipe except where they cross.
10. If any area of the work site is found to contain buried solid waste and/or ground or ground water contamination, the following shall apply:
    a) All work in the area shall follow all applicable safety requirements (e.g., OSHA, etc.) and notification must be provided to the appropriate agencies.
    b) Immediately notify the Environmental Monitoring and Restoration Division (EMRD). The EMRD can be contacted at (305) 372-6700.
    c) If contaminated soils and/or buried solid waste material is excavated during construction, then they require proper handling and disposal in accordance with the local, state and federal regulations. Be advised that the landfill owner/operator is the final authority on disposal and may have requirements beyond those provided by herein. If disposal within a Miami-Dade County owned landfill (Class I landfill) is appropriate and selected, please contact the Miami-Dade County Department of Solid Waste Management at (305) 594-6666 for information.
    d) The reuse of contaminated soils that are not returned to the original excavation requires prior approval of a Soil Management Plan from the Environmental Monitoring and Restoration Division. The EMRD can be contacted at (305) 372-6700.
11. Pumps must comply with the National Electrical Code (NEC) requirements for Class I, Group D, Division 1 locations (Explosion Proof).
12. The contractor is advised that a Tree Removal/Relocation Permit may be required prior to the removal and/or relocation of tree resources. Prior to removing or relocating any trees, the Contractor shall notify the Tree and Forest Resources Section of DERM at (305) 372-6574 or via e-mail at: tfrs@miamidade.gov, or contact the municipality with tree ordinance jurisdiction to obtain any required permits. Those trees not interfering with the construction shall be protected in place in accordance with the provisions of Section 24-49.5 of the Miami-Dade Code.
13. Please note that the demolition, removal, and/or disturbance of existing underground utilities that contain asbestos- cement pipes (ACP) are subject to the provisions of 40 CFR-61 Subpart M. Therefore, pursuant to the provisions of 40 CFR-61-145, a NOTICE OF DEMOLITION OR ASBESTOS RENOVATION form must be filed with the Air Quality Management Division (AQMD) of DERM, at least ten (10) working days prior to starting of any work. Note that the backfilling and burial of crushed ACP would cause these locations to be considered active disposal sites and subject to 40 CFR-61.154, and 40 CFR-61.151 a year after project completion.
    Existing standard operating procedures, as well as applicable federal, state and local regulatory criteria, must be followed and implemented to minimize any potential release of fugitive emissions, especially during project construction activities. The AQMD can be contacted via email at asbestos@miamidade.gov or 305-372-6925.

Rev. 4/30/2018

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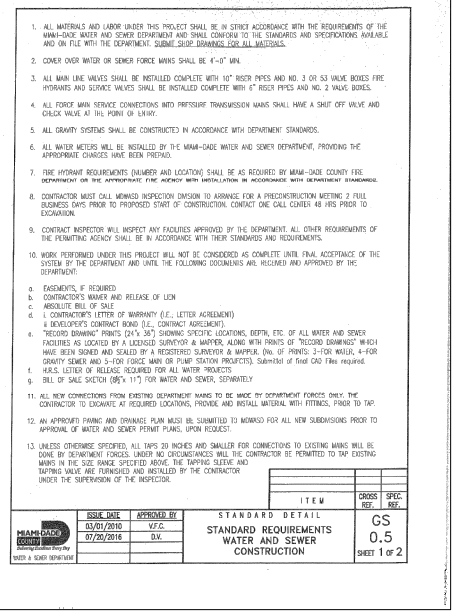

NOT FOR MDWASD NOTES NOR APPROVAL

NOTE:

1. ALL EXISTING FIRE HYDRANTS SALL BE RECONNECTED TO THE PROPOSED WM. FIELD OPERATIONS SECTION WILL COORDINATE IN THE FIELD WITH WATER DISTRIBUTION DIVISION TO DETERMINE IF AN EXISTING FIRE HYDRANT SHALL BE REPLACED AS NEEDED OR REQUIRED.
2. FOR CONNECTIONS TO VCP, THE CONTRACTOR SHALL TELEWSE THE VCP PIPE BEFORE AND AFTER INSTALLATION. IF LINER IS PRESENT, CONNECTION TO MAIN SHALL BE PER SS 3.2.
3. ALL EXISTING MAINS BEING IMPACTED BY THIS PROJECT AND ALL PROPOSED WATER AND SEWER FORCE MAINS AND FITTINGS TO BE RESTRAINED PER GS 2.0.
4. ANY EXISTING PUBLIC WATER SERVICE WITHIN THE PROPERTY IN CONFLICT WITH THE PROPOSED DEVELOPMENT MUST BE REMOVED AFTER ANY ASSOCIATED EASEMENT IS CLOSED AND RELEASED AS APPLICABLE.
5. FOR RECONNECTION OF 4" SERVICES AND LARGER, THE UTILITY CONTRACTOR WILL PROVIDE THE REQUIRED TEE AND VALVE FOR RECONNECTION TO THE PROPOSED 12" D.I.P. W.M.

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:
   a. RECORD DRAWING PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER (QTY. OF PRINTS AS REQUIRED BY THE DEPARTMENT).
2. "RECORD DRAWING" FORMAT:
   a. 24"x 36" PRINTS
   b. PDF FILE
   c. CADD FILE (DWG OR DXF) ROTATED AND TRANSLATED TO STATE PLANE COORDINATES NAD 83 FLORIDA EAST ZONE
   d. THE WORDS "RECORD DRAWING" IN LARGE LETTERS
   e. TITLE BLOCK WITH DEPARTMENT (DS, DW OR ER NUMBER AND PERTINENT INFORMATION
   f. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*
   g. STREET NOMENCLATURE
   h. SEPARATE RECORD DRAWINGS FOR WATER AND SEWER
   i. SEPARATE WATER AND SEWER PROFILE
   j. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E. ℄, ℄, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN
   k. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT
   l. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC.)
   m. ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY RECORD DRAWING INFORMATION REFLECTED IN DRAWINGS
3. WATER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLANS SHOWING PIPE SIZE, MATERIAL AND OFFSET OF MAIN, DEFLECTIONS (IF ANY), STATION OF SERVICES, HYDRANTS, VALVES, FITTINGS, IF ANY, ALL IN STATE PLANE COORDINATES. UTILITY CROSSINGS SHALL BE CLEARLY IDENTIFIED AND LOCATED.
   b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED TO PLAN.
4. SEWER "RECORD DRAWINGS" MUST INCLUDE:
   a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, SLOPE OF GRAVITY SEWER, LOCATION OF LATERALS WITH REFERENCE TO MANHOLE AND CLEANOUTS.
   b. THE NORTHERLY AND EASTERLY COORDINATES ON ALL FIELD OBTAINED MEASUREMENTS AND PROVIDED ON ALL RECORD DRAWING SUBMITTALS
   c. PROFILE SHOWING MANHOLE NUMBER (AS PER PLAN), RIM AND INVERT ELEVATIONS (IF MORE THAN ONE INVERT, LABEL NORTH, SOUTH, ETC.), AND STATION STARTING AT 0+00 AT DOWNSTREAM MANHOLE.
5. FORCE MAIN "RECORD DRAWING" SAME AS WATER MAIN.
6. EACH RECORD DRAWING SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEPARTMENT PRIOR TO PREPARATION OF DRAWINGS.

ITEM | CROSS REF. | SPEC. REF.
ISSUE DATE | APPROVED BY
03/11/2009 | V.F.C.
07/20/2016 | D.V.
STANDARD DETAIL
"RECORD DRAWING" REQUIREMENTS
GS 0.5
SHEET 2 of 2

DATE: 3/9/2026

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSE M. MOTO, P.E., ON THE DATE ADJACENT TO THE SEAL.

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Kimley»Horn
2 ALHAMBRA PLAZA, SUITE 500, CORAL GABLES, FL 33134
PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY 35106

No.	REVISIONS	DATE	BY

KHA PROJECT

DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MJM

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD, NBV, LLC
NORTH BAY VILLAGE FL

WATER AND SEWER NOTES

SHEET NUMBER
C-500

Plotted By:Humphries, Priya Sheet Set:EL-AD N. BAY VILLAGE Layout:C-500 WATER AND SEWER NOTES March 09, 2026 06:32:21pm K:\MIB_CIVIL\243820000-7913 W DRIVE\CIVIL\CADD\PlanSheets\C-500 WATER AND SEWER NOTES.dwg
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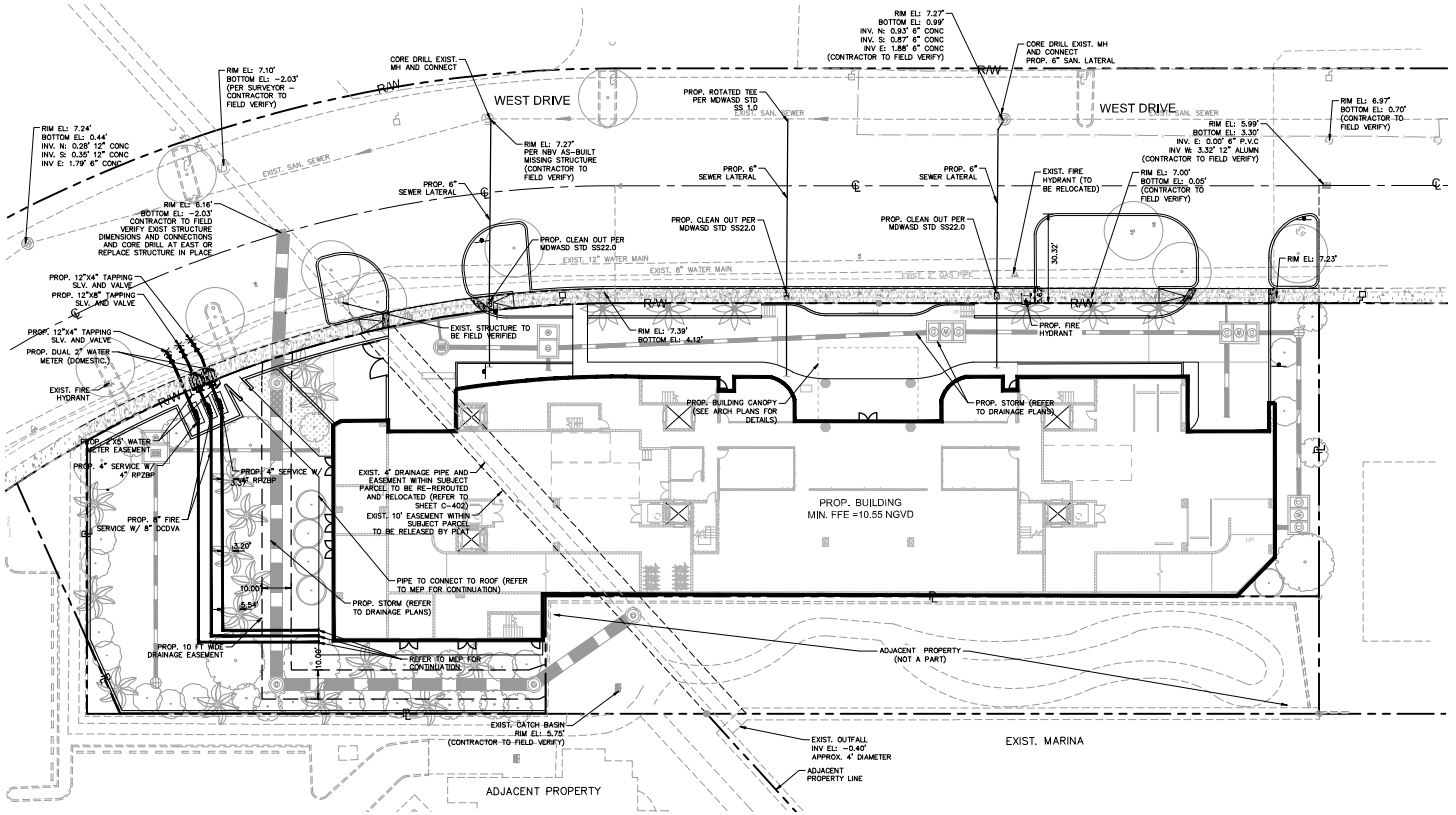

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND:

- R/W — R/W — RIGHT-OF-WAY LINE OR PROPERTY LINE
- ℄ — ℄ — CENTER LINE OF ROADWAY
- PROP. BUILDING OUTLINE
- PROP. PUBLIC SIDEWALK

NOTES:

1. REFER TO PLUMBING SHEETS FOR LOCATION AND ORIENTATION OF BACKFLOW PREVENTERS ON WALL.
2. NO WALL, FENCE, OR VEGETATION OBSTRUCTING ACCESS OR VISIBILITY TO THE FDC OR PIV.

ALL EXISTING MAINS BEING IMPACTED BY THIS PROJECT AND ALL PROP. WATER AND SEWER FORCE MAINS AND FITTINGS TO BE RESTRAINED PER GS 2.0.

ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, BY OWNER AT OWNER'S EXPENSES.

ALL WATER AND/OR SEWER FACILITIES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AFTER ALL INSTALLED SERVICES FROM THEM HAVE BEEN TRANSFERRED AND TO THE ALREADY INSTALLED AND IN SERVICE NEW MAINS. ANY ASSOCIATED EXCLUSIVE EASEMENTS SHALL BE CLOSED AND RELEASED AFTER THE REMOVAL OF THE EXISTING WATER AND SEWER FACILITIES.

CONTRACTOR SHALL PROVIDE RECORD DRAWINGS IN ELECTRONIC FORMAT (I.E. PDF FORMAT) THAT INDICATE MEASURED DATA OF CONSTRUCTED CONDUIT INCLUDING FPL LINES, TELEPHONE CABLE HANDHOLES, ELEVATIONS OF EXISTING PAVING, DRAINAGE STRUCTURES, SEWER MANHOLES, WATER SERVICES AND VALVES, AND EXISTING AND PROPOSED EASEMENTS, TO THE CITY OF MIAMI BEACH PUBLIC WORKS DEPARTMENT PRIOR TO CLOSING PERMIT

RESTORATION NOTE: (NOT A PART OF NBV PWD'S NOTES OR APPROVAL)

ALL EXISTING IMPROVEMENTS DISTURBED DURING CONSTRUCTION ARE TO BE RESTORED PER NORTH BAY VILLAGE PUBLIC WORKS STANDARDS.

CONTRACTOR TO COORDINATE FINAL TREE, LIGHT POLE, WATER SERVICE, OTHER LANDSCAPE/HARDSCAPE FEATURES, ETC. WITH INSTALLED UTILITY LOCATIONS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JUAN MANUEL MOTO, P.E., ON THE DATE ADJACENT TO THE SEAL.

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DATE: 3/9/2026

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No.	REVISIONS	DATE	BY

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PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM REGISTRY 35106

JUAN MANUEL MOTO (TEXAS) No 94878 STATE OF FLORIDA PROFESSIONAL ENGINEER

KHA PROJECT

DATE 3/9/2026
SCALE AS SHOWN
DESIGNED BY RMP
DRAWN BY RMP
CHECKED BY MAM

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC
NORTH BAY VILLAGE FL

WATER AND SEWER PLAN

SHEET NUMBER
C-501

Plotted By:Kumbhojkar, Priya Sheet Set:EL-AD N. BAY VILLAGE Layout:C-501 WATER AND SEWER PLAN March 09, 2026 06:32:41pm K:\WEB_CHA\2436200\00-79\3 W DRIVE\CIVIL\CAD\01Plot\Sheet\C-501 WATER AND SEWER PLAN.dwg
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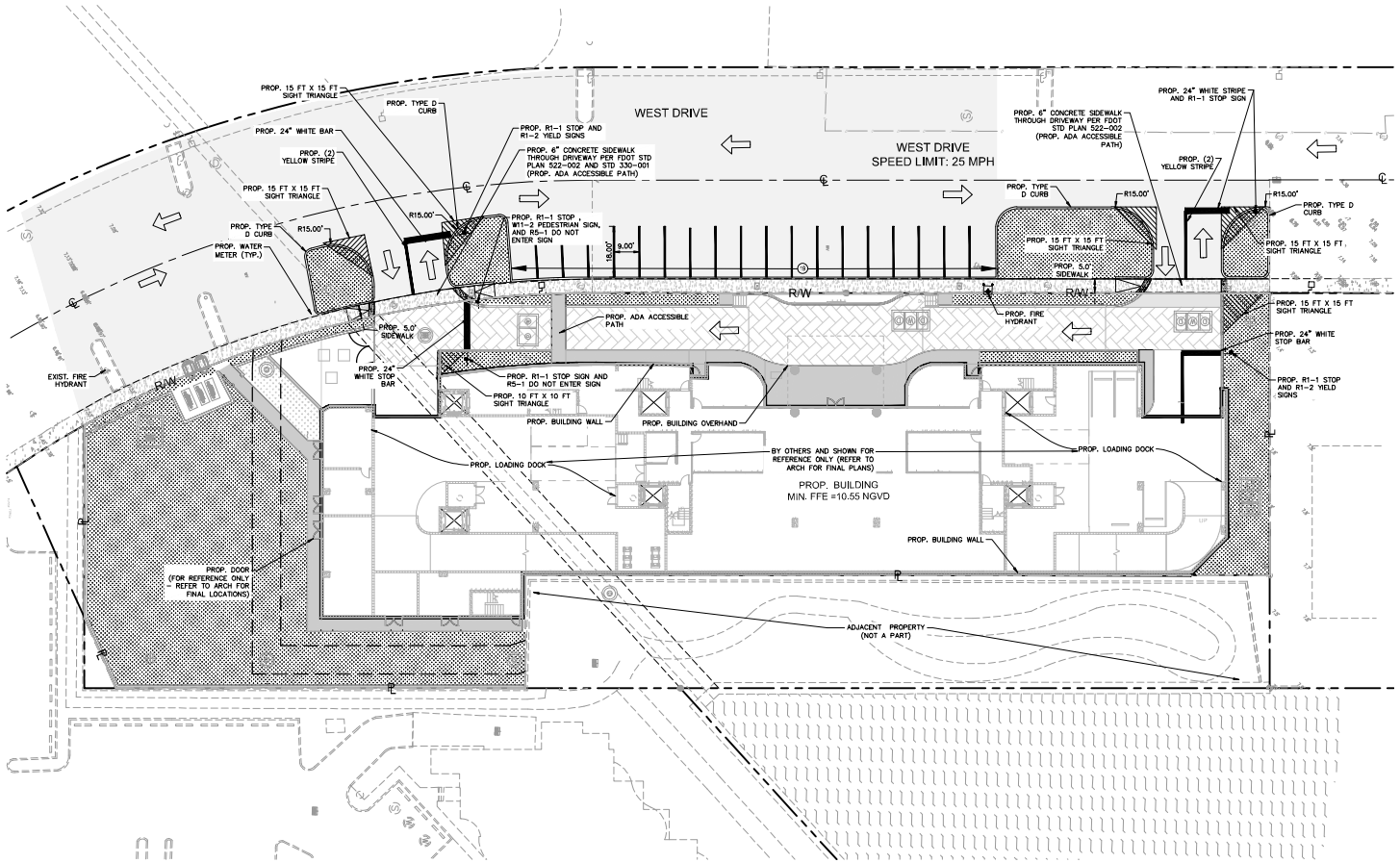

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND:

- R/W — P — RIGHT-OF-WAY LINE OR PROPERTY LINE
- ℄ — ℄ — CENTER LINE OF ROADWAY
- SHOWN FOR REFERENCE ONLY (NOT PAINTED) REFER TO ARCH FOR FINAL PLAN
- PROP. DETECTABLE WARNING PER FDOT STANDARD 522-002
- PROP. PUBLIC SIDEWALK (PER FDOT STD. PLANS 522-001)
- PROP. 1.5" SP 12.5 ASPHALT MILL AND RESURFACE
- PROP. GREEN SPACE (REFER TO ARCH/LANDSCAPE ARCHITECT FOR NOTES DETAILS/SPECS)
- PROP. PRIVATE HARDSCAPE (REFER TO ARCH/LANDSCAPE ARCHITECT FOR NOTES/DETAILS/SPECS)
- PROP. PERVIOUS PAVER HARDSCAPE (REFER TO ARCH/LANDSCAPE ARCHITECT FOR NOTES/DETAILS/SPECS)

NOTES:

1. ALL PAVEMENT MARKINGS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE THERMOPLASTIC PAINT.
2. ALL STOP BARS AND DOUBLE SOLID YELLOW LINES WITHIN THE PROPERTY TO BE INSTALLED ON ASPHALT SHALL BE THERMOPLASTIC PAINT.
3. ALL PAVEMENT MARKINGS WITHIN THE PUBLIC RIGHT OF WAY SHALL BE RESTORED TO MEET EXISTING CONDITIONS AFTER THE INSTALLATION OF ALL PROPOSED UTILITIES AND PAVEMENT RESTORATION.
4. ALL THERMOPLASTIC PAINT SHALL ADHERE TO FDOT STANDARD SPECIFICATIONS – SECTION 711.
5. ALL PAINTED PAVEMENT MARKINGS SHALL ADHERE TO FDOT STANDARD SPECIFICATIONS – SECTION 710.
6. STREET SIGNS: USE MIAMI-DADE COUNTY STANDARD STREET NAME SIGN APPROVED BY MIAMI-DADE COUNTY.
7. EXISTING UTILITY COVERS WITHIN LIMITS OF PROPOSED DRIVEWAY TO BE REPLACED WITH SLIP RESISTANT, H20 TRAFFIC RATED UTILITY COVERS.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JOSE M. MOTO, P.E., ON THE DATE ADJACENT TO THE SEAL.

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KHA PROJECT
DATE 3/9/2026
SCALE AS SHOWN
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DRAWN BY RMP
CHECKED BY MJM

TRAFFIC SIGNAGE AND MARKING PLAN

EL-AD N. BAY VILLAGE
PREPARED FOR
EL-AD. NBV, LLC
NORTH BAY VILLAGE FL

SHEET NUMBER
C-601

Plotted By:rmpholbrook Prop. Sheet Set:EL-AD N. BAY VILLAGE Layout:C-601 PAVING AND GRADING PLAN March 09, 2026 07:12:43am K:\MIB_Civil\243630000-7913 N. DRIVE\CIVIL\CADD\RionSheets\C-601 TRAFFIC SIGNAGE AND MARKING PLAN.dwg
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TRAFFIC IMPACT ANALYSIS FOR

ALINA RESIDENCES
7913 WEST DRIVE

DATE:
March 9, 2026

LOCATION:
North Bay Village, Florida

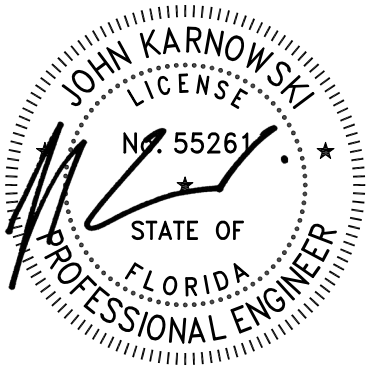
PREPARED FOR:
El Ad National Properties, LLC
150 E. Palmetto Park Road, Suite 400
Boca Raton, FL 33432

PREPARED BY:
NV5, Inc.
14486 Commerce Way
Miami Lakes, Florida 33016
P: 305.666.3563

NV5
nv5.com

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with NV5, Inc., a corporation authorized to operate as an engineering business, EB-29065, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:



PROJECT: Alina Residences - 7913 West Drive
LOCATION: North Bay Village, Florida
CLIENT: El Ad National Properties, LLC
150 E. Palmetto Park Road, Suite 400
Boca Raton, FL 33432

ENGINEER OF RECORD: John Karnowski, PE, Florida License #55261
I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

Executive Summary

A new residential development is planned for construction on West Drive on land that is currently a parking lot. The site will consist of 94 units in a single residential tower with multiple parking levels. Ingress will primarily be via a driveway on the south end of the property; egress will primarily be on the north end. The project is proposed to be constructed in a single phase and completed by 2029.

The site is expected to generate a net total of 426 new daily trips, with 25 occurring during the AM peak hour (9 in, 16 out) and 30 occurring during the PM peak hour (17 in, 13 out).

Overall traffic operations at each study intersection are considered satisfactory in 2025 Existing conditions. The minor street approaches at 79th Street (JFK Causeway/SR 934) & Harbor Island Drive operate at LOS E during both peak hours. With four years of background growth and the consideration of adjacent development, the 2029 No-Build conditions will degrade to unacceptaqble levels. Signal timing changes are not enough to reduce the delay because the demand on 79th Street is high such that more timing is needed to keep traffic moving on the Causeway. The are no improvements that are reasonable to recommend as part of this project.

The addition of project traffic is expected to have a nominal impact on the traffic operations at each study intersection.

The two site driveways are expected to operate acceptably, with site traffic posing a negligible impact on West Drive. Segment analysis of West Drive indicates adequate levels of service.

The following mitigation measures are recommended to accommodate future traffic.

- West Drive at Site Driveway 1 & 2
    - Provide adequate line of sight at the driveways by cutting back foliage and removing any obstructions
    - Consider relocating crosswalk at the south driveway

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Introduction

This report conveys current information related a proposed development in North Bay Village, Florida. The site, illustrated in the attached Concept Plan in Appendix A, is a proposed residential tower development consisting of 94 residential units. The development will replace a parking lot. Ingress will primarily be via a driveway on the south end of the property; egress will primarily be on the north end although both are full-access driveways. The project is proposed to be constructed in a single phase and completed by Q1 2029.This report analyzes the impact of new traffic after occupancy of the development. This study includes analysis of the following scenarios:

- 2025 Existing Conditions
- 2029 No-Build Conditions
- 2029 Build Conditions

The following intersections are included in the study:

1. 79th Street/John F Kennedy Causeway (SR 934) & Harbor Island Drive
2. Harbor Island Drive & Larry Paskow Way (aka West Drive / East Drive)
3. West Drive & Site Driveway 1
4. West Drive & Site Driveway 2

The following road segments are included in the study:

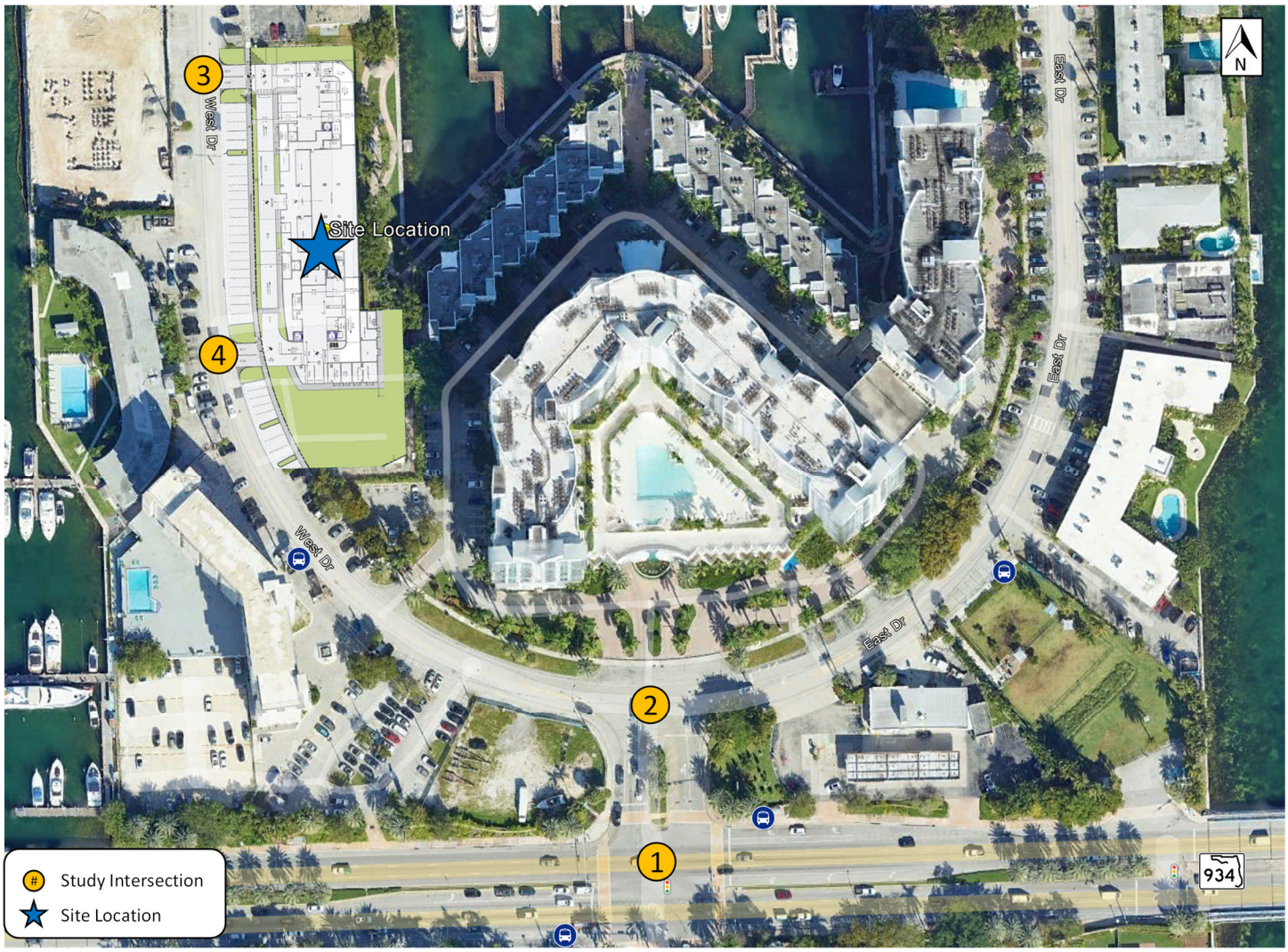
A. West Drive, west of Larry Paskow Drive

This report summarizes projected traffic at the study locations, analysis of traffic impacts in the form of level of service (LOS) and queueing and conclusions and recommendations from the analysis. Figure 1 depicts the site location in North Bay Village. The site location aerial in Figure 2 shows the study intersections listed above. The site is currently used as a parking lot.

Figure 1. Vicinity Map



Figure 2. Site Location Aerial



Existing Conditions

A.1. Transportation Facilities

79TH STREET/JOHN F KENNEDY CAUSEWAY (SR 934) is a six-lane median-divided Principal Arterial (Other) with a posted speed limit of 30 MPH within the study area. SR 934 runs east-west through North Bay Village, extending east into Miami Beach and west to Miami. Land uses within the study area are a mix of commercial and residential. Sidewalks and bicycle lanes are provided in both the east and westbound directions. There are bus stops at the intersection with Harbor Island Drive.

HARBOR ISLAND DRIVE is the entryway into the North Bay Island area. It is a short segment of roadway that splits east/west at a road called Larry Paskow Way, which becomes West Drive and East Drive. There is a traffic signal at the intersection with 79th Street and an all-way stop at the intersections with Larry Paskow Way.

WEST DRIVE is a two-lane undivided local roadway with a posted speed limit of 25 MPH. The land uses along West Drive are primarily residential. West Drive provides access to the western side of North Bay Island. Sidewalks are provided in both north and southbound directions.

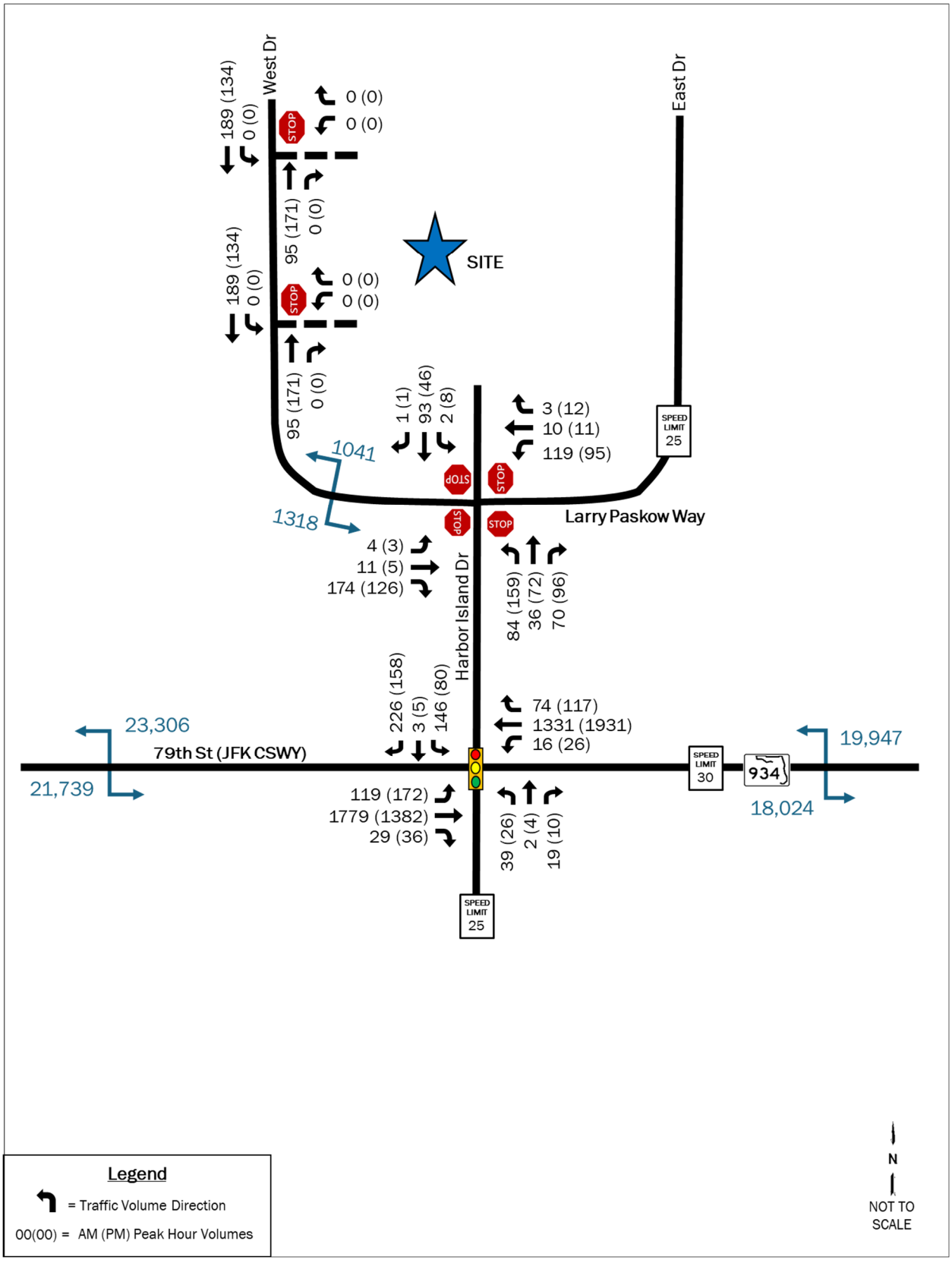
Fixed transit service is provided in the study area by GO Miami-Dade Transit (MDT) Route 112/L and the North Bay Village Shuttle. Both routes directly serve the area in close proximity to the site, with bus stops located at 79th Street & Harbor Island Drive. Route 112/L connects with over 20 additional bus routes east and west of the site, providing an alternative to single-occupancy vehicle traffic.

A.2. Traffic Counts

Intersection turning movement counts (TMCs) at the two existing study intersections were collected on Thursday, May 29, 2025, A 24-hr bi-directional count was collected along West Drive, west of Harbor Island Drive. A Peak Season Factor of 1.09 was determined using the Florida Traffic Online (FTO) portal per Florida Department of Transportation (FDOT) Project Traffic Forecasting Handbook methodologies and used to adjust collected TMC and two-way counts, respectively.

The FDOT peak season adjustment factor printout and detailed count sheets are included in Appendix B. Resultant existing traffic volumes are shown in Figure 3.

Figure 3: 2025 Existing Volumes



Future Conditions

B.1. Background Data Collection

To be consistent with other studies conducted in the area, an annual growth rate of 1.64% was used to generate future year conditions in 2029. In addition, a number of developments are planned in the area. Based on input from the Village the traffic from the following projects were used:

- 1819/1855 79th St Causeway Mixed-use Development
- 1755 Kennedy Causeway Mixed-use Development
- Shoma Bay Village Mixed-use Development
- 7918 West Drive Residential Tower
- 8000 East Drive
- 7940 West Drive
- Village Hall Complex
- Sunbeam

Tables 1 and 2 show the committed trips by movement for the study intersection. The values are taken from the traffic impact studies for each development and, with the exception of Sunbeam, are assumed to be built out by 2029. The trips for Sunbeam were estimated based on an assumed development build pattern prevalent in the area.

Figure 4 shows the adjacent traffic at the study intersections. Figure 5 shows the existing plus background growth – i.e., No-build volume.

Table 1: Committed Trips – AM

#	Intersection	Approach	Movement	1819/1855 79th St Causeway	1755 Kennedy Causeway	Shoma Bay Village	7918 West Drive Residential	8000 East Drive	7940 West Drive	Village Hall Complex	Sunbeam	TOTAL
1	79th St (SR 934) & Harbor Island Dr	EB	EBL	0	0	0	3	20	9	49	0	81
			EBT	91	13	63	0	0	0	0	125	292
			EBR	0	0	0	0	0	0	0	0	0
			Total	*91*	*13*	*63*	*3*	*20*	*9*	*49*	*125*	*373*
		WB	WBL	0	0	0	0	0	0	0	0	0
			WBT	89	35	64	0	0	0	4	125	317
			WBR	0	0	0	2	6	3	11	0	22
			Total	*89*	*35*	*64*	*2*	*6*	*3*	*15*	*125*	*339*
		NB	NBL	0	0	0	0	0	0	0	0	0
			NBT	0	0	0	0	0	0	0	0	0
			NBR	0	0	0	0	0	0	0	0	0
			Total	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
		SB	SBL	0	0	0	6	17	5	5	0	33
			SBT	0	0	0	0	0	0	0	0	0
			SBR	0	0	0	4	56	16	16	0	92
			Total	*0*	*0*	*0*	*10*	*73*	*21*	*21*	*0*	*125*
	TOTAL			**180**	**48**	**127**	**15**	**99**	**33**	**85**	**250**	**837**
2	Harbor Island Dr & East/West Dr	EB	EBL	0	0	0	0	0	0	0	0	0
			EBT	0	0	0	0	0	0	1	0	1
			EBR	0	0	0	10	0	21	21	0	52
			Total	*0*	*0*	*0*	*10*	*0*	*21*	*22*	*0*	*53*
		WB	WBL	0	0	0	0	73	0	0	0	73
			WBT	0	0	0	0	0	0	2	0	2
			WBR	0	0	0	0	0	0	0	0	0
			Total	*0*	*0*	*0*	*0*	*73*	*0*	*2*	*0*	*75*
		NB	NBL	0	0	0	5	0	12	60	0	77
			NBT	0	0	0	0	0	0	0	0	0
			NBR	0	0	0	0	26	0	0	0	26
			Total	*0*	*0*	*0*	*5*	*26*	*12*	*60*	*0*	*103*
		SB	SBL	0	0	0	0	0	0	0	0	0
			SBT	0	0	0	0	0	0	0	0	0
			SBR	0	0	0	0	0	0	0	0	0
			Total	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	TOTAL			**0**	**0**	**0**	**15**	**99**	**33**	**84**	**0**	**231**

Table 2: Committed Trips – PM

#	Intersection	Approach	Movement	1819/1855 79th St Causeway Mixed-use	1755 Kennedy Causeway Mixed-use	Shoma Bay Village Mixed-use	7918 West Drive Residential Tower	8000 East Drive	7940 West Drive	Village Hall Complex	Sunbeam	TOTAL
1	79th St (SR 934) & Harbor Island Dr	EB	EBL	0	0	0	7	56	18	8	0	89
			EBT	86	50	78	0	0	0	0	175	389
			EBR	0	0	0	0	0	0	0	0	0
			Total	*86*	*50*	*78*	*7*	*56*	*18*	*8*	*175*	*478*
		WB	WBL	0	0	0	0	0	0	0	0	0
			WBT	73	25	63	0	0	0	2	175	338
			WBR	0	0	0	3	17	5	1	0	26
			Total	*73*	*25*	*63*	*3*	*17*	*5*	*3*	*175*	*364*
		NB	NBL	0	0	0	0	0	0	0	0	0
			NBT	0	0	0	0	0	0	0	0	0
			NBR	0	0	0	0	0	0	0	0	0
			Total	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
		SB	SBL	0	0	0	5	10	4	8	0	27
			SBT	0	0	0	0	0	0	0	0	0
			SBR	0	0	0	3	35	13	26	0	77
			Total	*0*	*0*	*0*	*8*	*45*	*17*	*34*	*0*	*104*
	TOTAL			**159**	**75**	**141**	**18**	**118**	**40**	**45**	**350**	**946**
2	Harbor Island Dr & East/West Dr	EB	EBL	0	0	0	0	0	0	0	0	0
			EBT	0	0	0	0	0	0	1	0	1
			EBR	0	0	0	8	0	17	34	0	59
			Total	*0*	*0*	*0*	*8*	*0*	*17*	*35*	*0*	*60*
		WB	WBL	0	0	0	0	45	0	0	0	45
			WBT	0	0	0	0	0	0	1	0	1
			WBR	0	0	0	0	0	0	0	0	0
			Total	*0*	*0*	*0*	*0*	*45*	*0*	*1*	*0*	*46*
		NB	NBL	0	0	0	10	0	23	9	0	42
			NBT	0	0	0	0	0	0	0	0	0
			NBR	0	0	0	0	73	0	0	0	73
			Total	*0*	*0*	*0*	*10*	*73*	*23*	*9*	*0*	*115*
		SB	SBL	0	0	0	0	0	0	0	0	0
			SBT	0	0	0	0	0	0	0	0	0
			SBR	0	0	0	0	0	0	0	0	0
			Total	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	TOTAL			**0**	**0**	**0**	**18**	**118**	**40**	**45**	**0**	**221**

Figure 4: Committed Trips

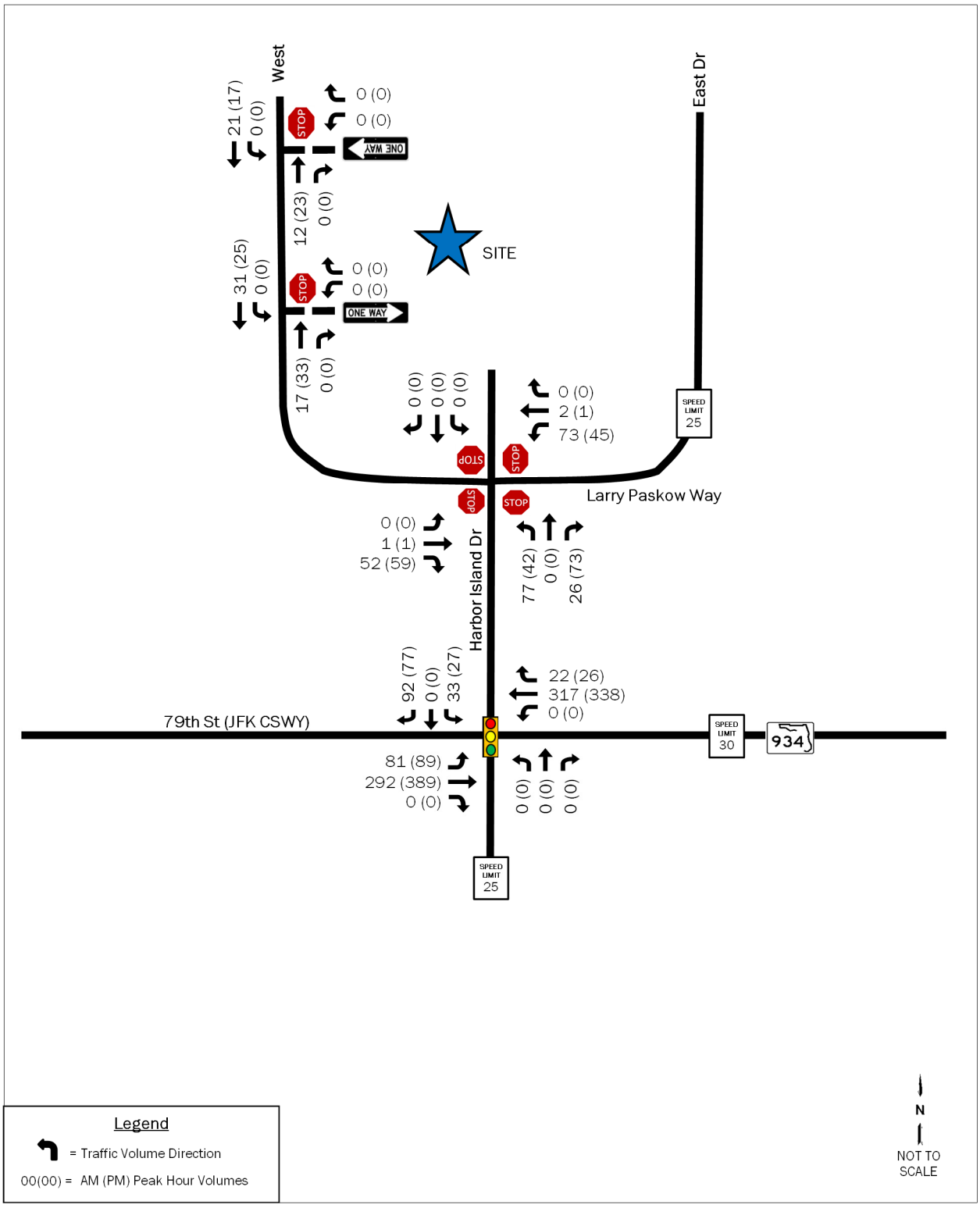
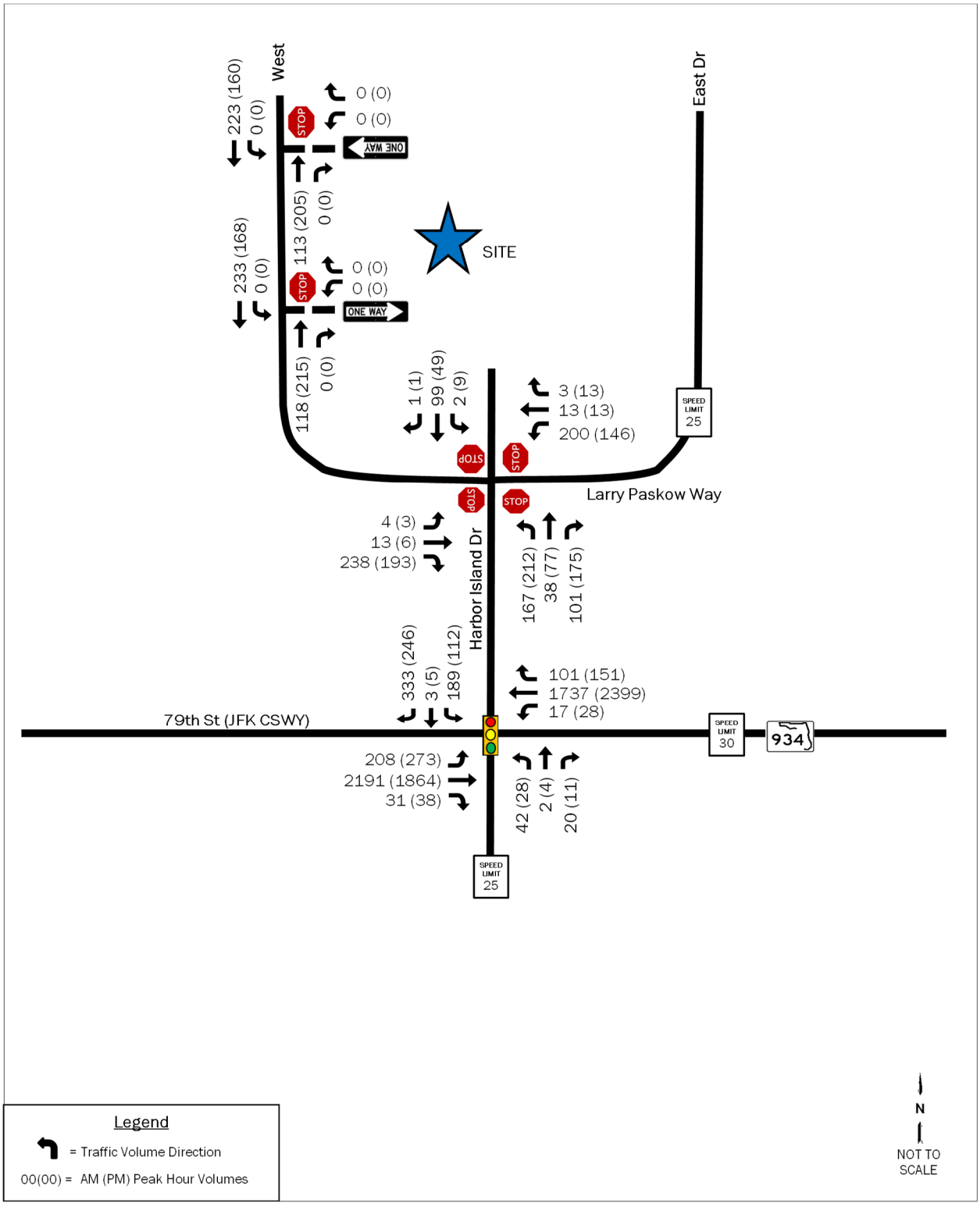


Figure 5: 2029 No-Build Volumes



B.2. Project Trip Generation

The proposed development will consist of a 94-unit residential tower. The anticipated trips generated by the development were estimated using the Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th Edition, 2021.

Table 3 shows the trip generation rates from ITE. Note the average trip rate was used to estimate trip generation. Table 4 shows the trip generation for the site.

Table 3: Project Trip Generation Rates

Land Use*	Ind. Variable	Average Rates		
		Daily	AM (In/Out %)	PM (In/Out %)
Multi-Family Housing (High-Rise) – ITE LUC 222	Dwelling Units	4.54	0.27 (34/66)	0.32 (56/44)

Table 4: Project Trip Generation

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Multi-Family Housing (High-Rise) – LUC 222	94 DU	426	25	9	16	30	17	13

B.3. Trip Distribution and Assignment

The assignment and directional distribution of new project trips on the transportation network are based on the Miami-Dade Transportation Planning Organization's 2045 Long Range Transportation Plan Direction Trip Distribution Report. The report details 2015 and 2045 estimated traffic patterns. Most of the traffic from the Traffic Analysis Zone on the island is bound for or originates from the west, as shown in Appendix G. This is also evidenced by previous counts, typical traffic patterns and regional development. Trips are expected to travel to and from the following directions:

- Approximately 75% of the traffic is expected to travel to/from the west on SR 934,
- Approximately 25% of the traffic is expected to travel to/from the east on SR 934.

This is illustrated in Figure 6. Access to the site will be provided along West Drive via two driveways – one primarily inbound and the other outbound, although both will be full-access driveways. The northern driveway will be the primary egress. The intersection trip distribution and trip assignment are shown in Figures 7 and 8, respectively. The 2029 Build Volumes are depicted in Figure 9.

Figure 6: Overall Distribution of Traffic

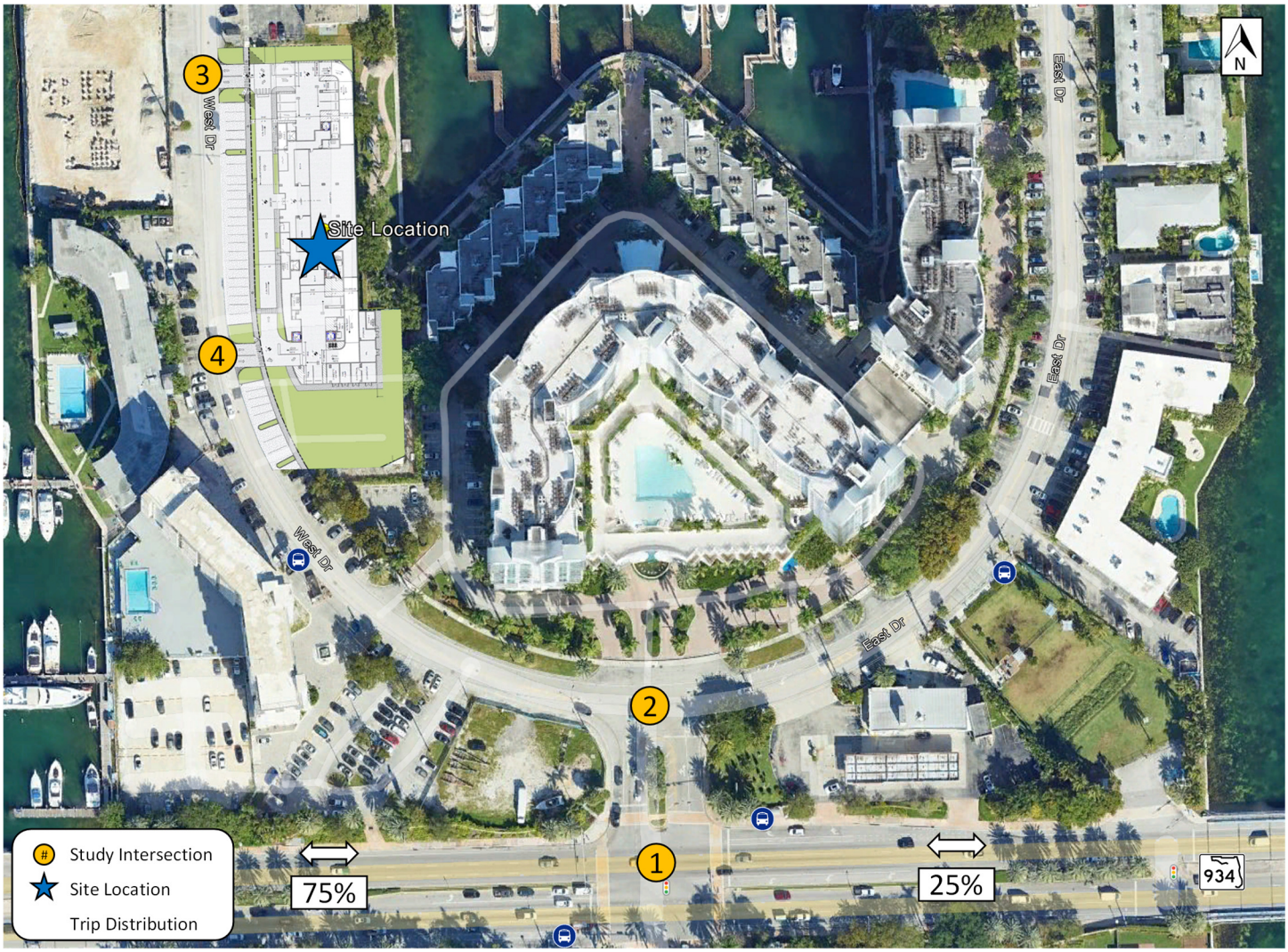


Figure 7: Intersection Trip Distribution

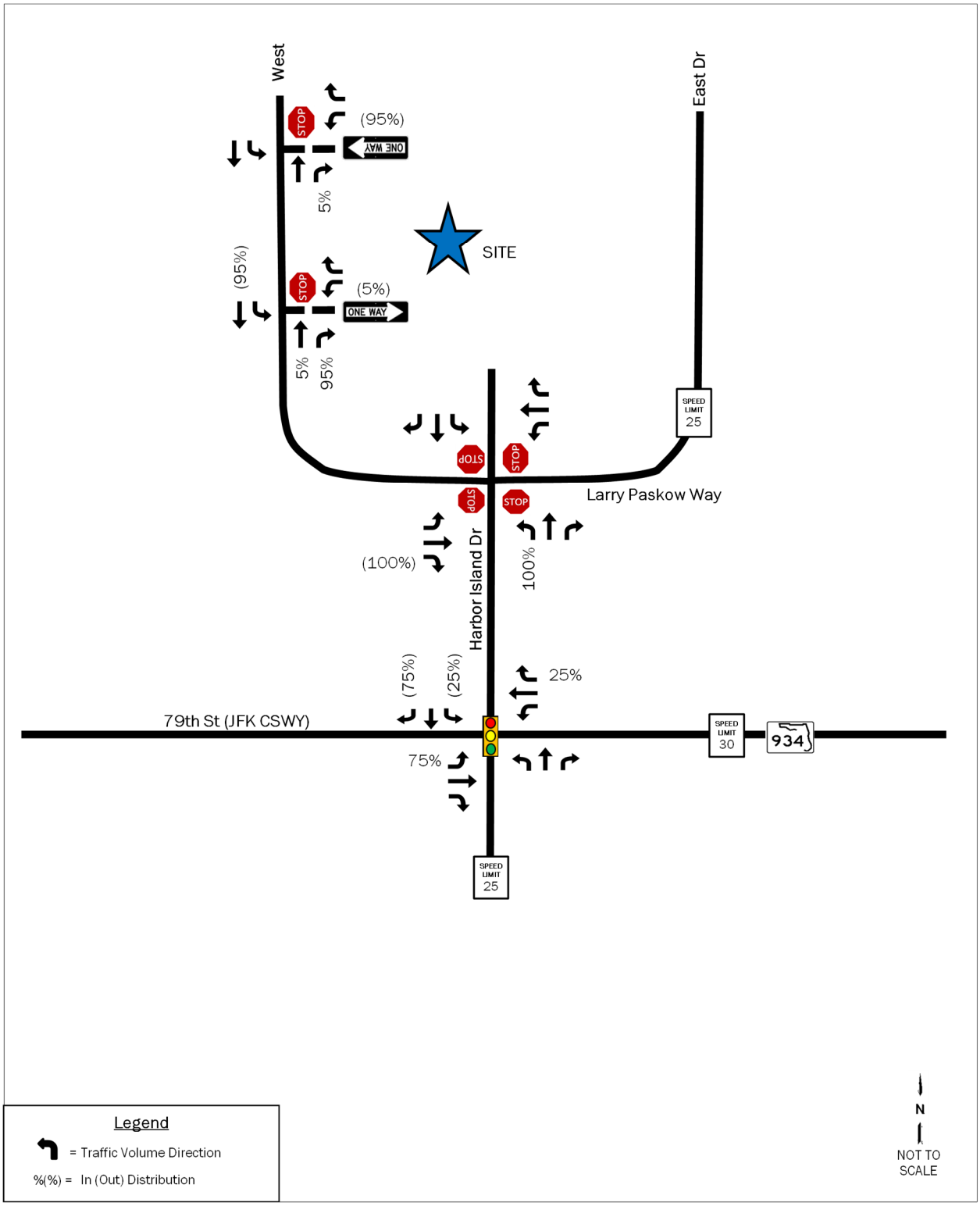


Figure 8: Project Development Volumes

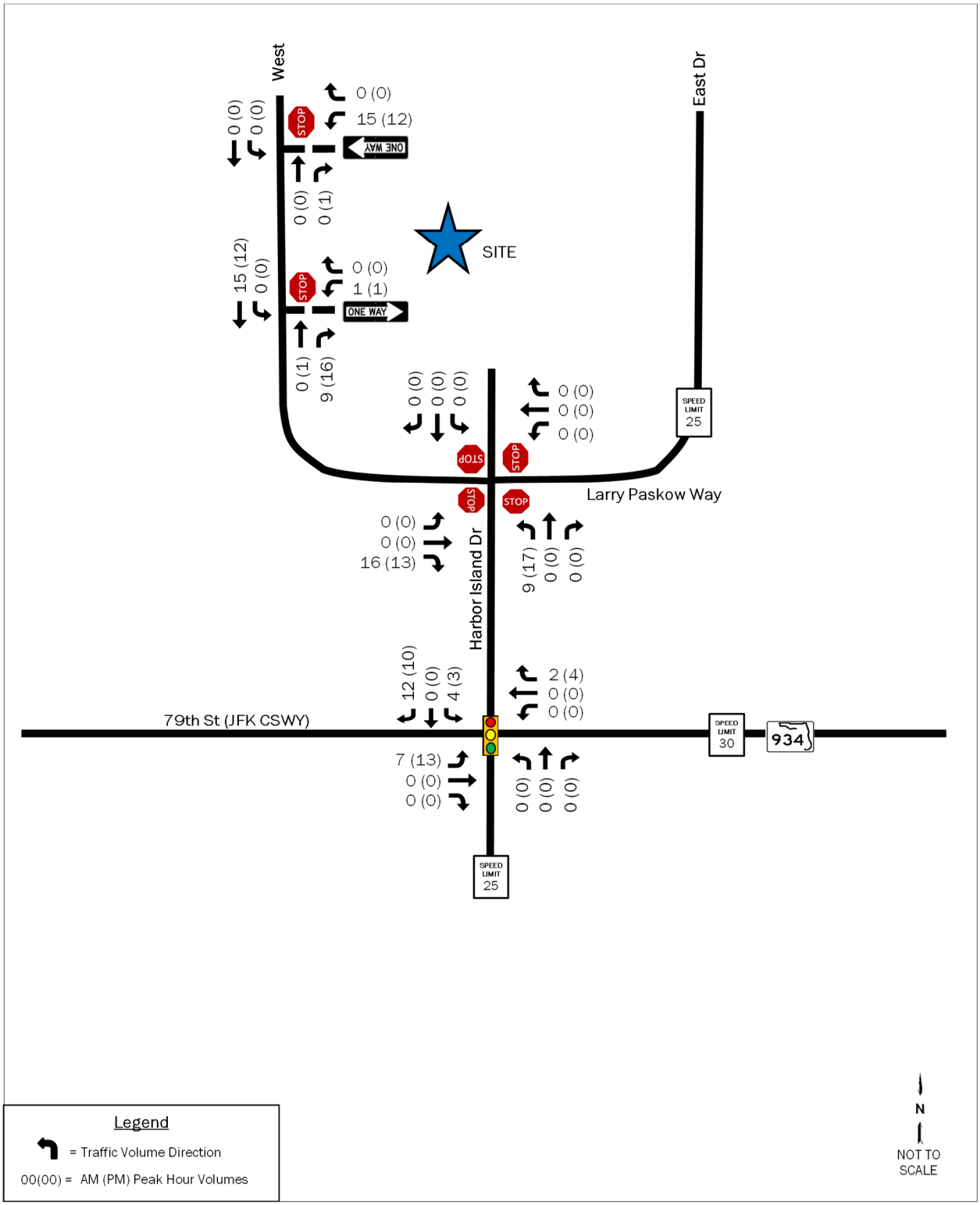
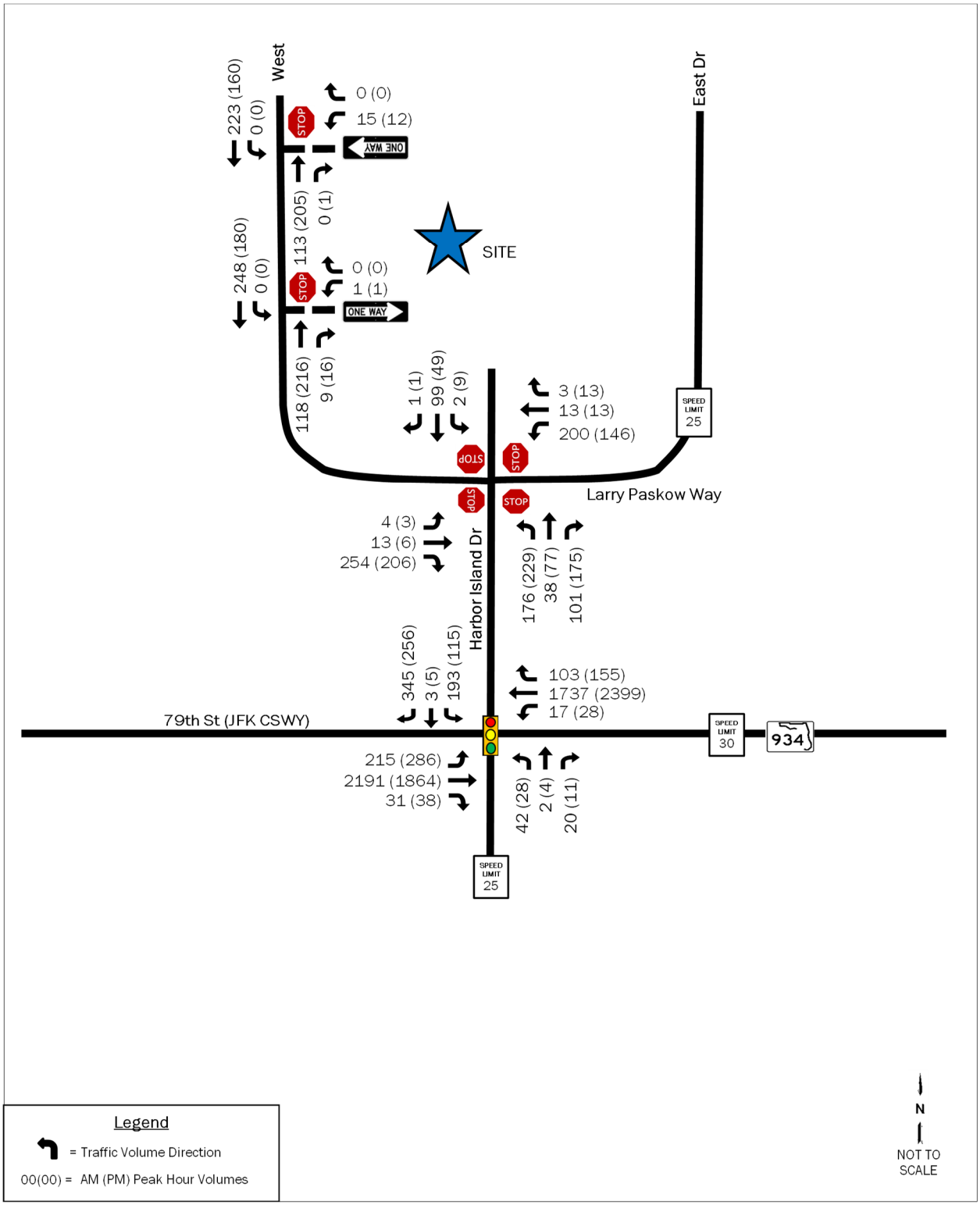


Figure 9: 2029 Build Volumes



Intersection Capacity Analysis

The capacity analysis in each of the scenarios was performed using the traffic analysis software Synchro® 12. Average vehicular delays are calculated and reported as Levels of Service (LOS) as defined by the Highway Capacity Manual, 7th Edition (HCM 7), ranging from A to F as seen in Table 5. Note that HCM cannot calculate LOS at signalized intersections with shared U and left turn lanes; U-turn movements are thus assumed to be left turns. Miami-Dade County signal timing plans were used to input specific cycle lengths and phasing, with timings kept consistent between scenarios. Signal timing plans are included in Appendix G; capacity analysis reports are included in Appendix H.

Table 5: HCM Vehicular Level of Service Criteria

LOS	Signalized Intersections	All-way Stop	Unsignalized
	Ave Control Delay	Ave Control Delay (s/veh)	Ave Control Delay (s/veh)
A	0.0 to 10.0	0.0 to 10.0	0.0 to 10.0
B	10.1 to 20.0	10.1 to 15.0	10.1 to 15.0
C	20.1 to 35.0	15.1 to 25.0	15.1 to 25.0
D	35.1 to 55.0	25.1 to 35.0	25.1 to 35.0
E	55.1 to 80.0	35.1 to 50.0	35.1 to 50.0
F	80.1 and higher	50.1 and higher	50.1 and higher

C.1. 2025 Existing Conditions Capacity Analysis

Existing capacity analysis results are shown in Table 6 and use the volumes shown in Figure 3. While each intersection operates at an acceptable overall LOS D or better during both peak hours, minor street approaches at 79th Street & Harbor Island Drive operate at LOS E.

Table 6: 2025 Existing Conditions Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	79th St / JFK Causeway & Harbor Island Dr	Signal	**Overall**	**C**	**32.3**	**C**	**31.9**
			EB	C	29.2	C	27.1
			WB	C	28.0	C	29.2
			NB	E	64.8	E	66.9
			SB	E	55.8	E	72.5
2	Harbor Island Dr & Larry Paskow Dr	All-way Stop	**Overall**	**B**	**10.5**	**B**	**10.9**
			EB	B	11.1	A	9.8
			WB	B	11.0	B	10.4
			NB	B	10.2	B	11.8
			SB	A	9.5	A	9.0

C.2. 2029 No-Build Conditions Capacity Analysis

The results of the 2029 No-Build conditions intersection capacity analysis are shown in Table 7 for 2029 No-Build volumes (Figure 5). Delays increase somewhat at the signalized intersection with the

additional background growth. The LOS at the southbound approach of intersection 1 appears to improve from an E to a D but that is because the approach is actuated more often with increased traffic volume. The increased traffic leads to slightly higher delay for the other approaches.

Table 7: 2029 No-Build Conditions Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	79th St / JFK Causeway & Harbor Island Dr	Signal	**Overall**	**E**	**57.2**	**E**	**74.3**
			EB	E	67.9	F	85.1
			WB	D	42.5	E	60.9
			NB	E	58.6	E	67.0
			SB	E	54.7	F	99.4
2	Harbor Island Dr & Larry Paskow Dr	All-way Stop	**Overall**	**C**	**15.2**	**B**	**14.2**
			EB	C	16.6	B	12.3
			WB	C	16.3	B	13.0
			NB	B	14.7	C	15.9
			SB	B	11.2	B	10.1

C.3. 2029 Build Conditions Capacity Analysis

The results of the 2029 Build conditions intersection capacity analysis are shown in Table 8 for 2029 No-Build + Project Trip volumes (Figure 8). With added traffic to the eastbound left-turns and southbound approach, multiple approaches change to LOS E during the AM and PM peak periods. Delays increase minimally and even decrease on the SB approach at intersection 1. (Note that the paradox is a function of the way average control delay is calculated in HCM 7th ed). Operations at the site exit driveway are acceptable, with an outbound LOS B during both peak hours.

Table 8: 2029 Build Conditions Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	79th St / JFK Causeway & Harbor Island Dr	Signal	**Overall**	**E**	**58.5**	**E**	**78.2**
			EB	E	69.6	F	92.5
			WB	D	42.4	E	60.8
			NB	E	65.0	E	67.0
			SB	E	61.9	F	108.0
2	Harbor Island Dr & Larry Paskow Dr	All-way Stop	**Overall**	**C**	**16.0**	**C**	**15.2**
			EB	C	18.1	B	12.9
			WB	C	16.7	B	13.2
			NB	C	15.5	C	17.4
			SB	B	11.4	B	10.2
3	West Dr & Site Dwy 1	Stop-Control	WB	B	10.8	B	11.4
			SBL	A	0.0	A	0.0
4	West Dr & Site Dwy 2	Stop-Control	WB	B	11.0	B	11.6
			SBL	A	0.0	A	0.0

C.4. 2029 Build Mitigation Capacity Analysis

The results of the 2029 Build conditions intersection capacity analysis are shown in Table 9 for 2029 No-Build + Project Trip volumes (Figure 9). Signal cycles and timings were adjusted to reduce delays along the mainline. The PM time period is over-capacity. Additional capacity on the JFK Causeway would be needed to reduce the delay. Such a project is well outside the scope of this project's impacts.

Table 9: 2029 Build Conditions Capacity Analysis

ID	Intersection	Control	Movement	AM		PM	
				LOS	Delay	LOS	Delay
1	79th St / JFK Causeway & Harbor Island Dr	Signal	**Overall**	**D**	**47.3**	**E**	**76.1**
			EB	D	45.6	D	47.0
			WB	C	42.2	F	99.0
			NB	E	75.0	E	78.3
			SB	E	69.4	F	90.8

Intersection Queueing Analysis

Queueing analysis in each study scenario was completed using the traffic analysis software Synchro® using HCM 7th Ed. methodology. The capacity analysis methodology described in Section C was used. Each queue corresponds to the 95th percentile queue, queue lengths exceeding their respective storage bays are highlighted. Detailed reports are provided in Appendix H. Queueing analysis results are shown in Table 10.

Table 10: Queue Analysis

ID	Intersection	Movement	Storage Length	95th% Queue Length (ft)					
				Existing		No-Build		Build	
				AM	PM	AM	PM	AM	PM
1	79th St / JFK Causeway & Harbor Island Dr	EBL	150	71	207	243	371	250	331
		EBT	-	497	330	756	562	759	567
		EBR	125	0	0	0	0	0	0
		WBL	175	15	18	17	22	17	22
		WBT	-	396	670	671	1224	678	1254
		WBR	125	0	25	21	58	23	63
		NB	50	47	34	50	35	50	35
		SBL	65	138	89	168	110	169	112
		SBT	65	138	89	166	111	169	112
		SBR	65	49	53	121	55	135	54
2	Harbor Island Dr & Larry Paskow Dr	EB	-	32	16	68	32	78	36
		WBL	50	20	16	52	30	54	30
		WBTR	-	2	2	2	4	2	4
		NBTL	65	20	46	54	85	60	100
		NBR	65	8	10	16	26	16	28
		SBLT	40	8	4	10	4	10	4
		SBTR	40	8	2	10	4	10	4
3	West Dr & Site Dwy 1	WB	-	-	-	-	-	2	2
		NB	-	-	-	-	-	0	0
4	West Dr & Site Dwy 2	WB	-	-	-	-	-	0	0
		NB	-	-	-	-	-	0	0

The intersection of 79th Street at Harbor Island Drive has queue lengths in excess of the provided eastbound left turn storage during the PM peak hour. The turn bay is 150 feet long with a 100-foot taper. The eastbound thru lanes will back up beyond the left turn lane entry point. That is, in order to accommodate all of the left turn queues, the turn bay would have to be extended to the maximum distance of the eastbound queue. This would be greater than 275 feet in length – or 125 feet longer than it is today. This improvement is outside the purview of this project which contributes no more than one additional vehicle to the queue. Moreover, the improvement would eliminate all the trees in

the median, which may not be desirable from an aesthetics standpoint. Figure 10 shows the probable impacts of extending the left turn lane. Therefore, no changes are recommended.

Figure 10: Eastbound Left Turn Lane Impacts



With respect to the southbound movements at Intersection #1, the queuing analysis shows that traffic backs up beyond what is available in the short segment between 79th Street and Larry Paskow Drive. In reality, the traffic backs up into the eastbound and westbound lanes, but it generally operates well. The new site traffic is minimal and would be primarily turning right from Larry Paskow Drive to the southbound movements at 79th Street. No changes are recommended.

Segment Analysis

In addition to capacity and queueing analysis at each study intersection, segment analysis was completed along West Drive, from Harbor Island Drive to the site driveway. Segment analysis in this section of the report is based on methodology contained in the FDOT Quality/Level of Service Handbook, 2023, Table 9, included in Appendix I.

Results of the 2025 Existing conditions segment analysis are included on the next page in Table 11. Each segment analyzed operates at level of service (LOS) D or better during both AM and PM peak periods, indicating acceptable operations, based on a minimum LOS standard of D.

The 2029 No-Build segment analysis in Table 12 includes the same growth rate along West Drive increase to account for general growth in the area, although that is believed to be a very liberal estimate of growth considering the limited area on Harbor Island. Committed trips from approved projects are added to the table.

Finally, Table 13 includes the site generated trips. All segments are expected to continue to operate at or better than LOS D.

Table 11: 2025 Existing Conditions Segment Analysis

Roadway	Segment		Length	Lanes	Min LOS	AM Peak Hour			Available Cap.	LOS
	From	To				Capacity*	Direction	Volume		
West Drive	Harbor Island Dr	1714 West Dr	800’	2-Ln Undivided	D	525	EB/SB	189	336	C
							WB/NB	95	430	C

Roadway	Segment		Length	Lanes	Min LOS	PM Peak Hour			Available Cap.	LOS
	From	To				Capacity*	Direction	Volume		
West Drive	Harbor Island Dr	1714 West Dr	800’	2-Ln Undivided	D	525	EB/SB	171	354	C
							WB/NB	134	391	C

Table 12: 2029 No-Build Conditions Segment Analysis

Roadway	Segment		Length	Lanes	Min LOS	AM Peak Hour				Available Cap.	LOS
	From	To				Capacity*	Direction	Volume	Committed Trips		
West Drive	Harbor Island Dr	1714 West Dr	800’	2-Ln Undivided	D	525	EB/SB	189	31	305	C
							WB/NB	111	17	397	C

Roadway	Segment		Length	Lanes	Min LOS	PM Peak Hour				Available Cap.	LOS
	From	To				Capacity*	Direction	Volume	Committed Trips		
West Drive	Harbor Island Dr	1714 West Dr	800’	2-Ln Undivided	D	525	EB/SB	199	25	301	C
							WB/NB	156	33	336	C

Table 13: 2029 Build Conditions Segment Analysis

Roadway	Segment		Length	Lanes	Min LOS	AM Peak Hour					Available Cap.	LOS
	From	To				Capacity*	Direction	Volume	Committed Trips	Project Trips		
West Drive	Harbor Island Dr	1714 West Dr	1400'	2-Ln Undivided	D	525	EB/SB	220	31	15	259	C
							WB/NB	111	17	8	389	C

Roadway	Segment		Length	Lanes	Min LOS	PM Peak Hour					Available Cap.	LOS
	From	To				Capacity*	Direction	Volume	Committed Trips	Project Trips		
West Drive	Harbor Island Dr	1714 West Dr	1400'	2-Ln Undivided	D	525	EB/SB	199	25	12	289	C
							WB/NB	156	33	15	321	C

*Capacity at LOS D is 525 vehicles based on FDOT 2023 Multimodal Quality Level of Service Handbook, Motor Vehicle Arterial Generalized Service Volumes for C5-Urban Center Peak Hour Direction volume.

Site Considerations

D.1. Parking

All parking will be contained on site. There will be a total of 191 spaces plus eight (8) delivery / short-term spaces. The ratio of spaces to units exceeds the Village of North Bay requirements which requires 1.0 spaces per dwelling unit. The ITE Parking Generation Rate is 0.98 per dwelling unit. The site will provide almost two spaces per unit.

Along the frontage of the property, there are currently 37 on-street parking spaces. The site will modify the parking with landscape islands, entry/exit lanes, and relocated parking spaces. In total, there will be 27 parking spaces with the project – a net loss of 10 spaces. Appendix A includes a figure showing the on-street parking changes as a result of the project.

D.2. Access and Circulation

Delivery vans and garbage trucks will be able to access the site in the same manner as passenger vehicles. There are three designated spaces for delivery vehicles. A garbage truck was examined as the worst-case scenario for turning movements for the main circulation of the site. The Autoturn movements for a garbage truck are shown on the site plan.

Motorists will navigate each floor of the parking structure internally. Vehicles can access the upper levels on the north side of the site, and they exit the parking deck on the south side.

Garbage collection times are unknown as of the time of this study. However, garbage trucks will be prohibited from accessing the site from 7:00-9:00a and from 4:00-6:00p.

Conclusions

A new residential development is planned for construction on West Drive on land that is currently a parking lot. The site will consist of 94 units in a single residential tower with multiple parking levels. Ingress will primarily be via a driveway on the south end of the property; egress will primarily be on the north end. The project is proposed to be constructed in a single phase and completed by 2029.

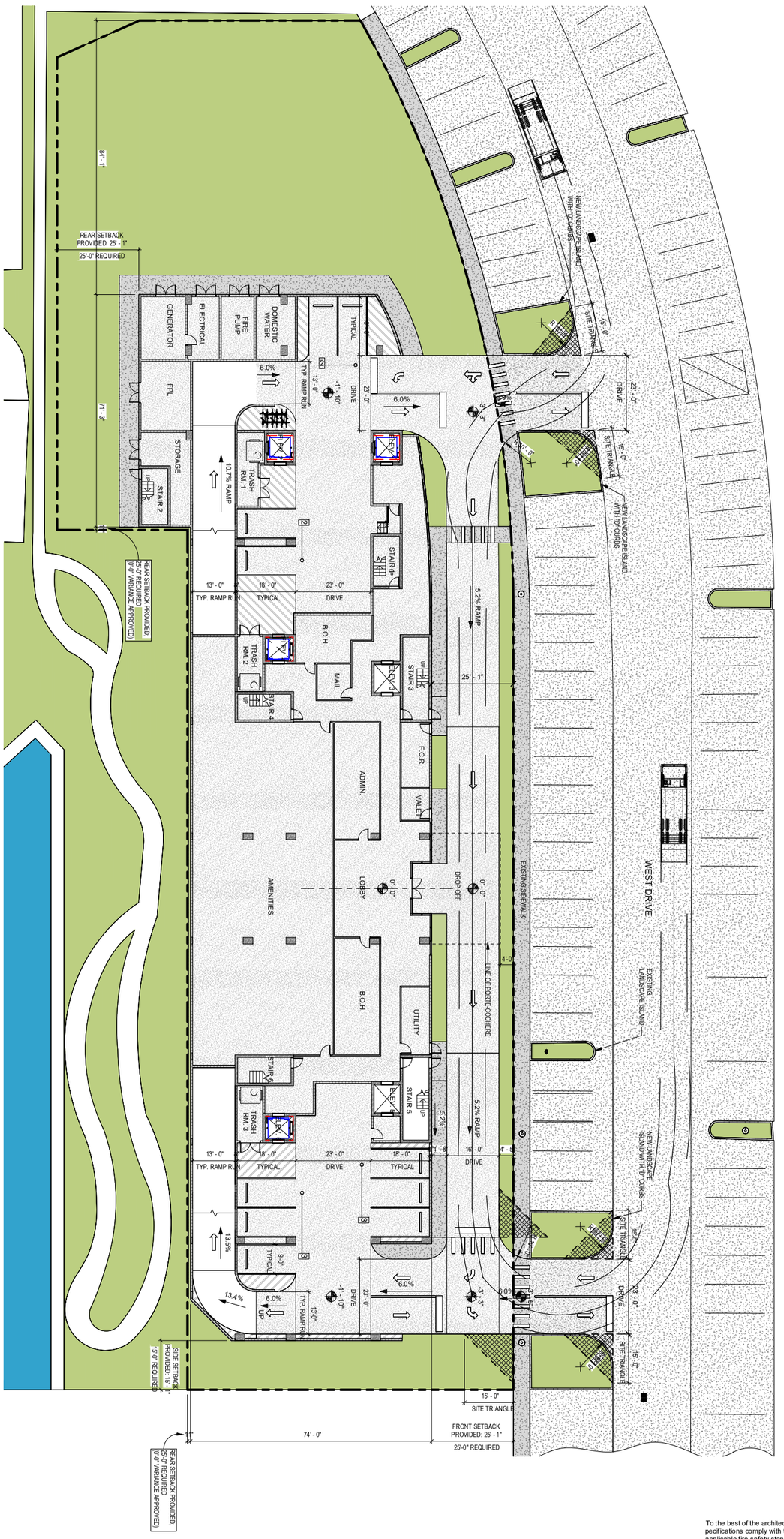
The site is expected to generate a net total of 426 new daily trips, with 25 occurring during the AM peak hour (9 in, 16 out) and 30 occurring during the PM peak hour (17 in, 13 out).

Overall traffic operations at each study intersection are considered satisfactory in 2025 Existing conditions but as traffic grows from other development, the traffic signal at the JFK Causeway will begin to degrade by 2029. The addition of project traffic is expected to have a nominal impact on the traffic operations at each study intersection. The two site driveways are expected to operate acceptably, with site traffic posing a negligible effect on other study intersections.

The following mitigation measure is recommended to accommodate future traffic:

- West Drive at Site Driveway 1 & 2
    - Provide adequate line of sight at the driveways by cutting back foliage and removing any obstructions
    - Consider relocating crosswalk at the south driveway

APPENDIX A: Site Plan



GROUND LEVEL SITE PLAN

1/16" = 1'-0"

A-101 1

SCHEMATIC DESIGN

To the best of the architect's or engineer's knowledge, the plans and pecifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: Project Number

SHEET NUMBER:

A-101

PRINT DATE:
4/30/2025 10:01:16 AM

DRAWING NAME

SITE PLAN

PROJECT

ALINA
RESIDENCES

7913 WEST DRIVE
NORTH BAY VILLAGE, FL
33141

CLIENT

Owner

garcia stromberg

Jorge H. Garcia, RA, NCARB
Chief Executive Officer
AR0007769

Peter T. Stromberg, RA, NCARB
President
AR0015893

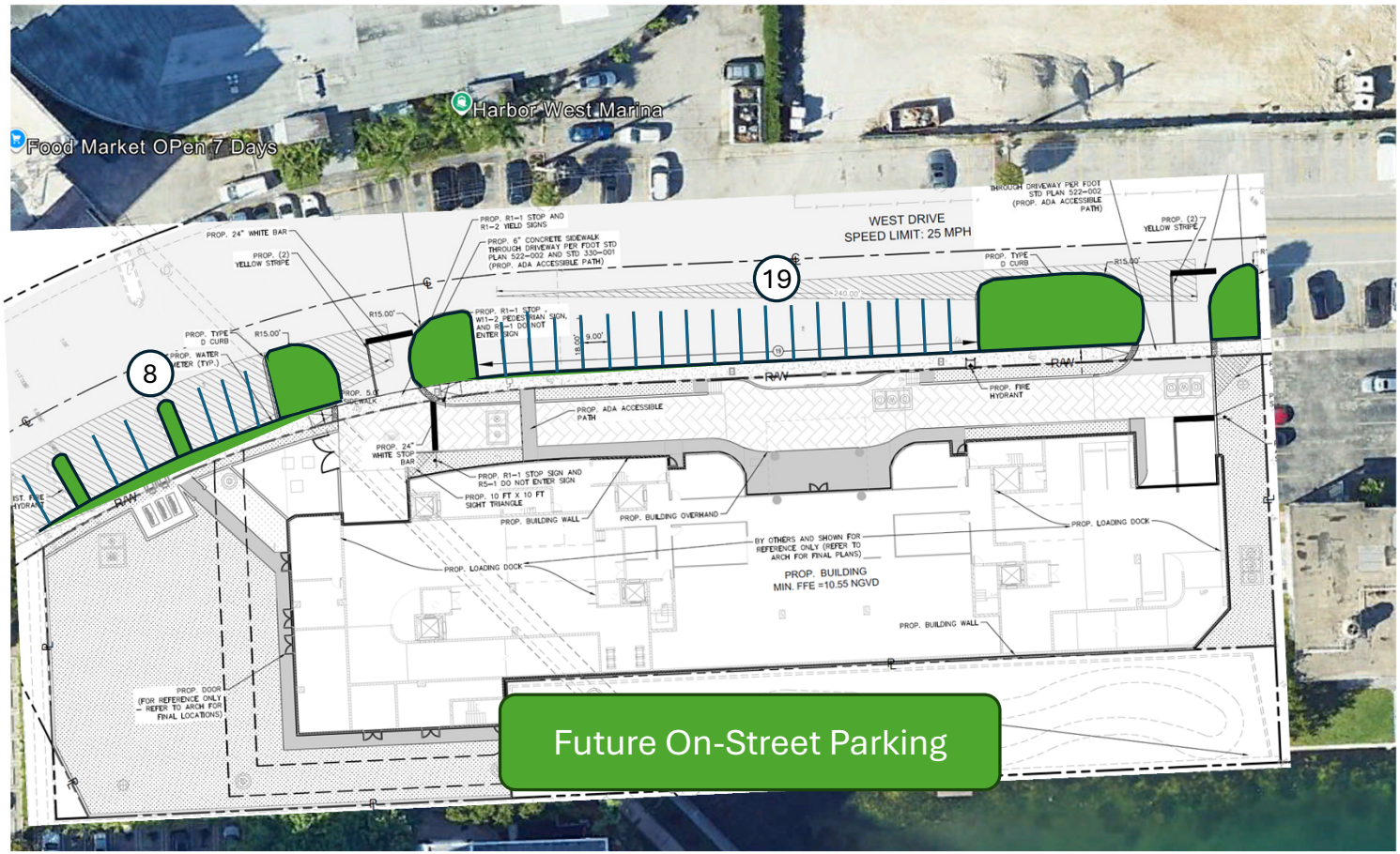
2365 Vista Parkway Suite 16 | West Palm Beach, FL 33411 | TEL 561.478.5855 | Corporate License # AA26002302

SCALE

©GS4 studios

REV	DESCRIPTION	DATE:


Harbor West Marina
Food Market OPen 7 Days
Bengali Restaurant &...
27
10
Parking Discapacitados
Existing On-Street Parking

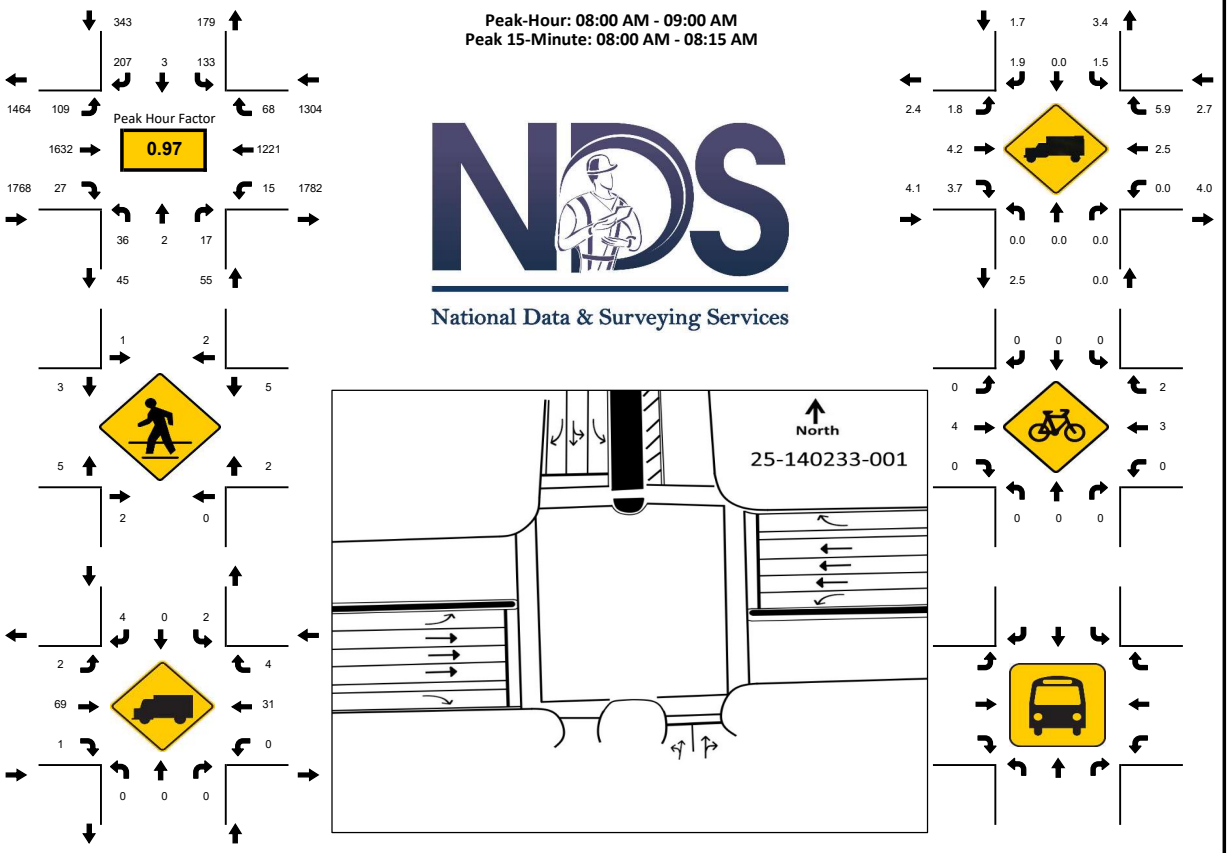

Harbor West Marina
Food Market OPen 7 Days
WEST DRIVE
SPEED LIMIT: 25 MPH
19
8
Future On-Street Parking

APPENDIX B: Traffic Count Data, Peak Season Factor

LOCATION: Harbor Island Dr/North Bay Island Dwy & John F Kennedy Causeway/SR 934
CITY/STATE: North Bay Village, FL

PROJECT ID: 25-140233-001
DATE: Thu, May 29, 2025

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:00 AM - 08:15 AM

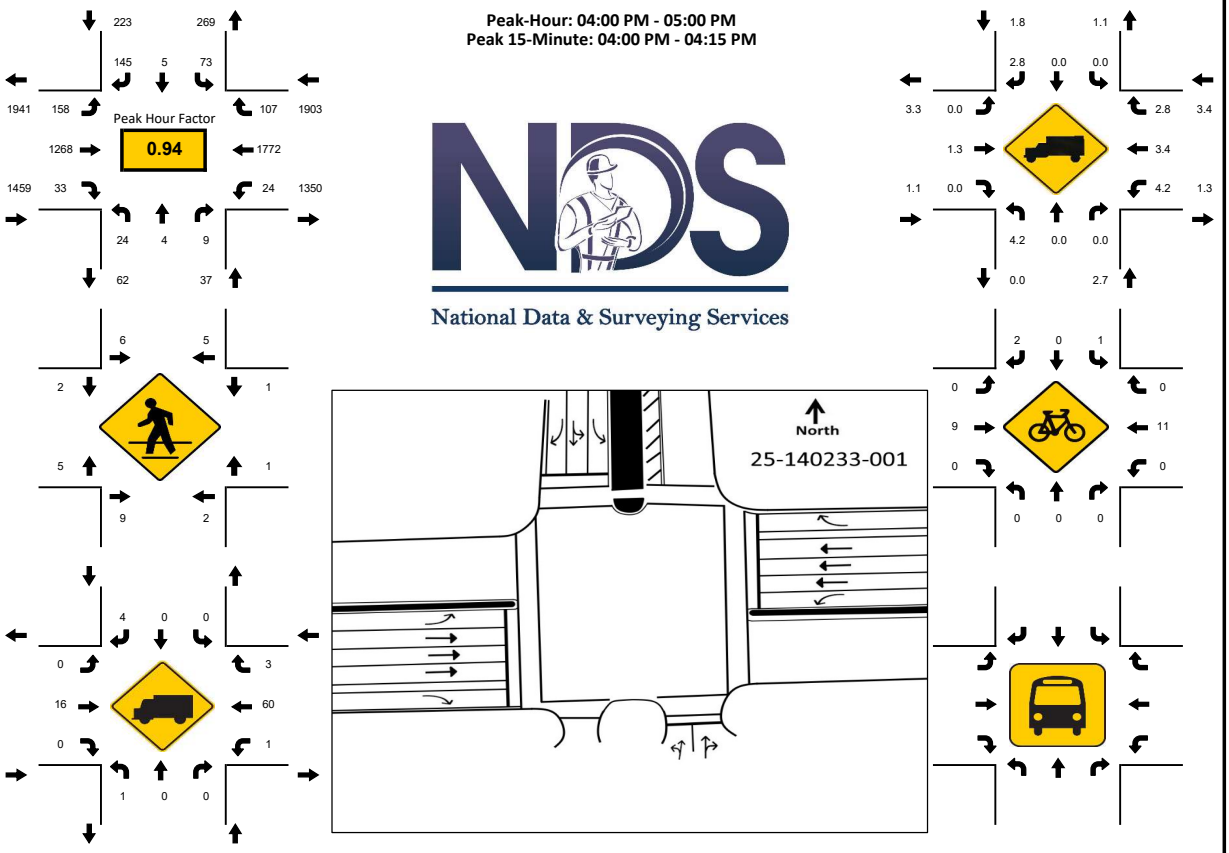


15-Min Count Period Beginning At	Harbor Island Dr/North Bay Island Dr Northbound					Harbor Island Dr/North Bay Island Dr Southbound					John F Kennedy Causeway/SR 93 Eastbound					John F Kennedy Causeway/SR 93 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	5	1	1	0		21	0	37	1		20	281	2	0		0	264	8	1		642	2978
7:15 AM	2	1	3	0		15	0	38	0		13	322	2	0		0	311	5	2		714	3233
7:30 AM	7	4	5	0		18	0	59	0		16	376	7	0		2	301	7	1		803	3383
7:45 AM	11	1	5	0		33	0	48	0		15	389	2	1		4	306	4	0		819	3397
8:00 AM	8	2	5	0		29	0	72	1		21	417	9	3		4	313	11	2		897	3470
8:15 AM	10	0	3	0		43	0	55	0		35	415	5	0		0	279	16	3		864	2573
8:30 AM	9	0	7	0		37	2	35	0		24	367	5	0		4	307	20	0		817	1709
8:45 AM	9	0	2	0		23	1	45	0		25	433	8	1		2	322	21	0		892	892
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	40	8	28	0		172	8	288	4		140	1732	36	12		16	1288	84	12		**3868**	
Heavy Trucks	0	0	0	0		8	0	12	0		4	76	4	0		0	36	8	0		**148**	
Pedestrians		4					8					16					12				**40**	
Bicycles	0	0	0	0		0	0	0	0		0	16	0	0		0	8	8	0		**32**	
Buses																						
Stopped Buses																						

LOCATION: Harbor Island Dr/North Bay Island Dwy & John F Kennedy Causeway/SR 934
CITY/STATE: North Bay Village, FL

PROJECT ID: 25-140233-001
DATE: Thu, May 29, 2025

Peak-Hour: 04:00 PM - 05:00 PM
Peak 15-Minute: 04:00 PM - 04:15 PM

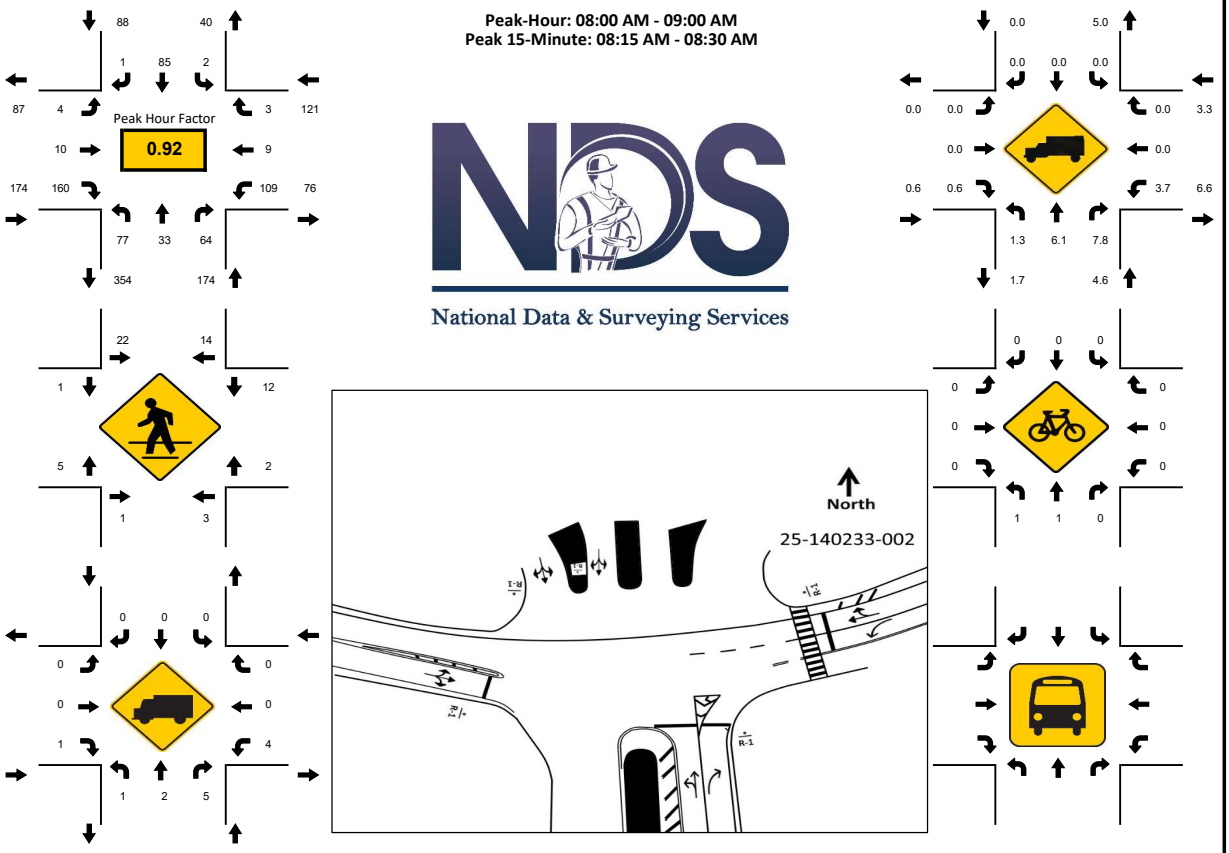


15-Min Count Period Beginning At	Harbor Island Dr/North Bay Island Dwy Northbound					Harbor Island Dr/North Bay Island Dwy Southbound					John F Kennedy Causeway/SR 934 Eastbound					John F Kennedy Causeway/SR 934 Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	6	1	2	0		24	2	42	0		40	345	6	0		6	464	27	1		966	3622
4:15 PM	10	2	1	0		15	1	31	0		35	314	12	2		3	466	27	1		920	3588
4:30 PM	6	0	2	0		21	1	41	0		34	299	9	0		6	403	26	1		849	3555
4:45 PM	2	1	4	0		13	1	31	0		47	310	6	0		6	439	27	0		887	3589
5:00 PM	6	2	5	0		16	0	43	0		42	343	7	0		8	438	20	2		932	3600
5:15 PM	6	1	3	0		24	0	37	0		53	311	3	0		5	418	23	3		887	2668
5:30 PM	5	0	5	0		22	0	38	0		46	303	6	0		3	433	22	0		883	1781
5:45 PM	4	2	10	0		26	0	36	0		55	333	12	0		1	384	34	1		898	898
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	40	8	16	0		96	8	168	0		188	1380	48	8		24	1864	108	4		**3960**	
Heavy Trucks	4	0	0	0		0	0	12	0		0	28	0	0		0	80	8	4		**132**	
Pedestrians		20					24					12					8				**64**	
Bicycles	0	0	0	0		4	0	4	0		0	16	0	0		0	16	0	0		**40**	
Buses																						
Stopped Buses																						

LOCATION: Harbor Island Dr/Blink Charging Station Dwy & Larry Paskow Way/East Dr/West Dr
CITY/STATE: North Bay Village, FL

PROJECT ID: 25-140233-002
DATE: Thu, May 29, 2025

Peak-Hour: 08:00 AM - 09:00 AM
Peak 15-Minute: 08:15 AM - 08:30 AM

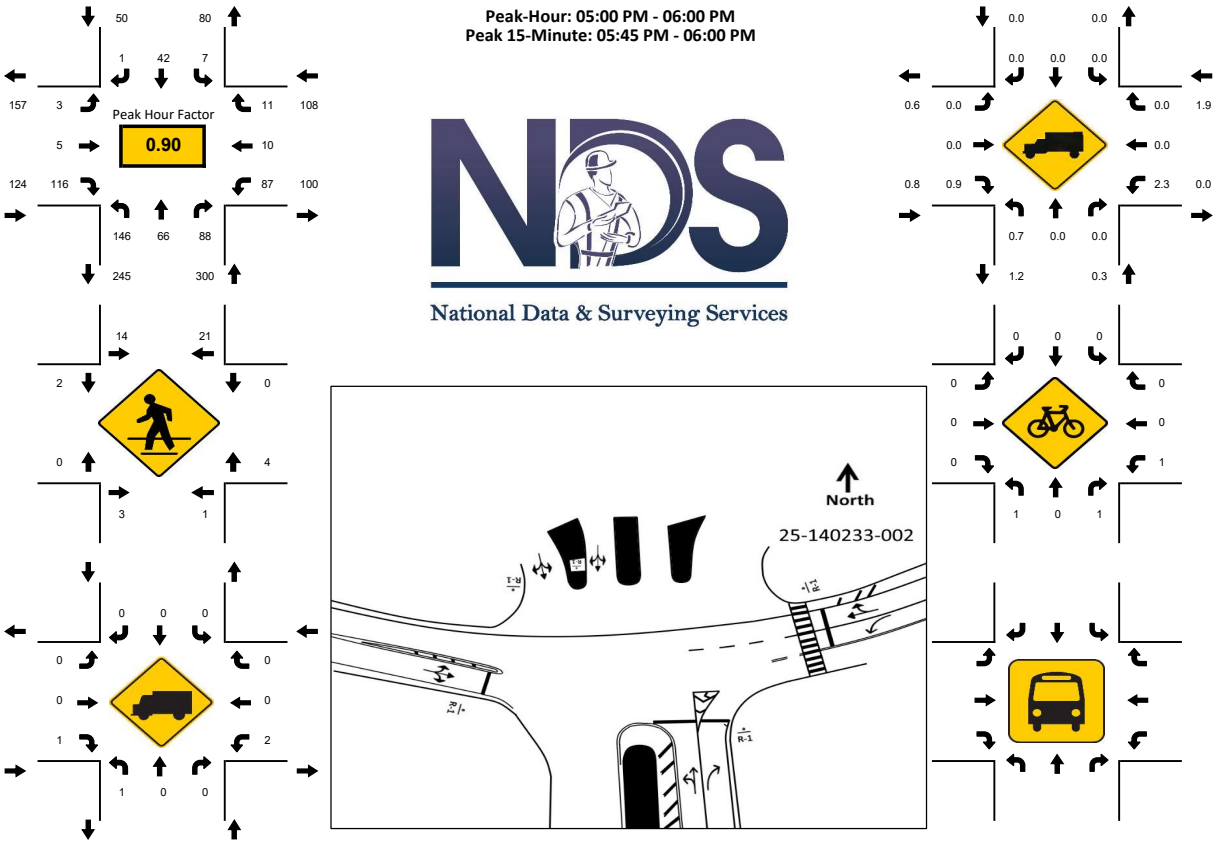


15-Min Count Period Beginning At	r Island Dr/Blink Charging Statio Northbound					r Island Dr/Blink Charging Statio Southbound					arry Paskow Way/East Dr/West D Eastbound					arry Paskow Way/East Dr/West D Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
7:00 AM	8	5	9	0		1	6	0	0		0	1	23	0		15	1	0	0		69	375
7:15 AM	14	1	8	1		1	16	0	0		0	3	20	0		21	0	1	0		86	449
7:30 AM	8	4	16	0		2	20	0	0		0	2	34	0		29	1	2	0		118	515
7:45 AM	8	4	8	0		0	18	1	0		1	5	31	0		25	1	0	0		102	537
8:00 AM	13	6	10	0		1	30	0	0		1	2	44	0		30	3	3	0		143	557
8:15 AM	20	14	18	1		0	18	0	0		1	2	52	0		25	1	0	0		152	414
8:30 AM	22	7	21	0		1	19	0	0		1	4	31	0		32	2	0	0		140	262
8:45 AM	21	6	15	0		0	18	1	0		1	2	33	0		22	3	0	0		122	122
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	88	56	84	4		4	120	4	0		4	16	208	0		128	12	12	0		**740**	
Heavy Trucks	0	4	12	4		0	0	0	0		0	0	4	0		12	0	0	0		**32**	
Pedestrians		8					52					12					28				**100**	
Bicycles	4	4	0	0		0	0	0	0		0	0	0	0		0	0	0	0		**8**	
Buses																						
Stopped Buses																						

LOCATION: Harbor Island Dr/Blink Charging Station Dwy & Larry Paskow Way/East Dr/West Dr
CITY/STATE: North Bay Village, FL

PROJECT ID: 25-140233-002
DATE: Thu, May 29, 2025

Peak-Hour: 05:00 PM - 06:00 PM
Peak 15-Minute: 05:45 PM - 06:00 PM



15-Min Count Period Beginning At	r Island Dr/Blink Charging Statio Northbound					r Island Dr/Blink Charging Statio Southbound					arry Paskow Way/East Dr/West D Eastbound					arry Paskow Way/East Dr/West D Westbound					Total	Hourly Total
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
4:00 PM	27	17	25	0		2	13	0	0		0	1	33	0		21	4	4	0		147	521
4:15 PM	25	12	26	1		0	8	0	0		4	0	26	0		16	3	2	0		123	511
4:30 PM	20	20	15	2		0	12	1	0		1	5	20	0		22	1	0	0		119	539
4:45 PM	32	23	21	2		0	5	0	0		1	6	26	0		11	2	3	0		132	553
5:00 PM	30	13	21	0		1	10	1	1		1	1	31	0		23	2	1	1		137	582
5:15 PM	34	20	22	1		2	9	0	0		1	3	27	0		22	5	5	0		151	445
5:30 PM	34	13	18	1		1	11	0	0		0	0	30	0		22	2	1	0		133	294
5:45 PM	45	20	27	1		2	12	0	0		1	1	28	0		19	1	4	0		161	161
Peak 15-Min Flowrates	**Northbound**					**Southbound**					**Eastbound**					**Westbound**					**Total**	
	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*	Left	Thru	Rgt	U	R*		
All Vehicles	180	80	108	4		8	48	4	4		4	12	124	0		92	20	20	4		**712**	
Heavy Trucks	4	0	0	0		0	0	0	0		0	0	4	0		4	0	0	0		**12**	
Pedestrians		12					48					8					12				**80**	
Bicycles	4	0	4	0		0	0	0	0		0	0	0	0		4	0	0	0		**12**	
Buses																						
Stopped Buses																						

Prepared by National Data & Surveying Services

VOLUME

West Dr/Larry Paskow Way W/O Harbor Island Dr

Day: Thursday
Date: 5/29/2025

City: North Bay Village
Project #: FL25_140234_001

DAILY TOTALS	NB	SB	EB	WB	Total
	0	0	1,821	1,823	3,644

DAILY TOTALS

15-Minutes Interval

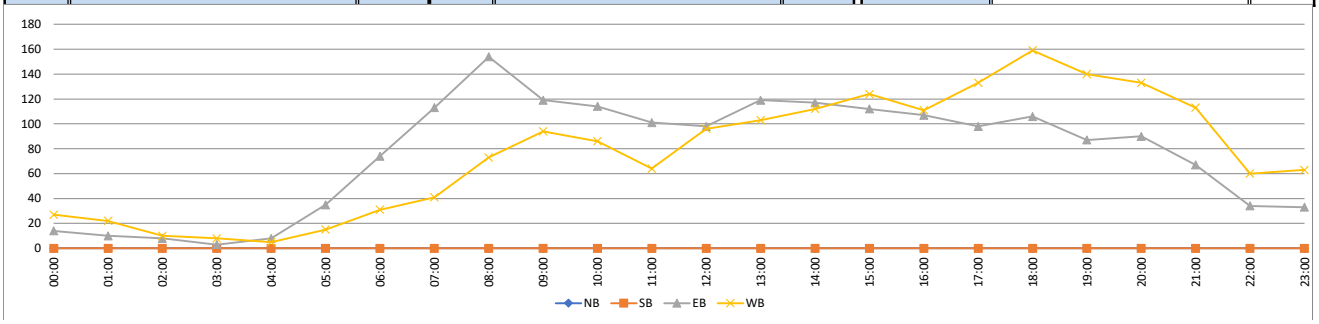
TIME	NB	SB	EB	WB	TOTAL	TIME	NB	SB	EB	WB	TOTAL
0:00			3	8	11	12:00			14	16	30
0:15			4	8	12	12:15			28	24	52
0:30			3	8	11	12:30			26	22	48
0:45			4	3	7	12:45			30	34	64
1:00			0	8	8	13:00			27	23	50
1:15			4	2	6	13:15			32	22	54
1:30			1	8	9	13:30			29	24	53
1:45			5	4	9	13:45			31	34	65
2:00			5	4	9	14:00			28	22	50
2:15			1	1	2	14:15			31	33	64
2:30			1	1	2	14:30			30	26	56
2:45			1	4	5	14:45			28	31	59
3:00			0	3	3	15:00			32	28	60
3:15			1	2	3	15:15			31	35	66
3:30			1	2	3	15:30			27	35	62
3:45			1	1	2	15:45			22	26	48
4:00			2	3	5	16:00			36	31	67
4:15			1	1	2	16:15			23	27	50
4:30			3	1	4	16:30			22	19	41
4:45			2	0	2	16:45			26	34	60
5:00			9	4	13	17:00			25	31	56
5:15			3	0	3	17:15			26	34	60
5:30			6	8	14	17:30			25	31	56
5:45			17	3	20	17:45			22	37	59
6:00			15	4	19	18:00			24	45	69
6:15			18	10	28	18:15			24	37	61
6:30			22	8	30	18:30			31	40	71
6:45			19	9	28	18:45			27	37	64
7:00			25	14	39	19:00			21	25	46
7:15			18	8	26	19:15			20	36	56
7:30			33	9	42	19:30			21	39	60
7:45			37	10	47	19:45			25	40	65
8:00			44	13	57	20:00			18	29	47
8:15			49	14	63	20:15			30	35	65
8:30			33	21	54	20:30			21	28	49
8:45			28	25	53	20:45			21	41	62
9:00			34	20	54	21:00			24	34	58
9:15			24	24	48	21:15			14	21	35
9:30			28	15	43	21:30			12	30	42
9:45			33	35	68	21:45			17	28	45
10:00			31	19	50	22:00			11	9	20
10:15			29	22	51	22:15			9	19	28
10:30			29	22	51	22:30			7	12	19
10:45			25	23	48	22:45			7	20	27
11:00			28	16	44	23:00			10	18	28
11:15			17	13	30	23:15			11	13	24
11:30			37	18	55	23:30			10	17	27
11:45			19	17	36	23:45			2	15	17
TOTALS	0	0	753	476	1229	TOTALS	0	0	1068	1347	2415
SPLIT %	0%	0%	61%	39%	34%	SPLIT %	0%	0%	44%	56%	66%

Hourly Intervals

TIME		NB	SB	EB	WB	TOTAL
00:00	01:00			14	27	41
01:00	02:00			10	22	32
02:00	03:00			8	10	18
03:00	04:00			3	8	11
04:00	05:00			8	5	13
05:00	06:00			35	15	50
06:00	07:00			74	31	105
07:00	08:00			113	41	154
08:00	09:00			154	73	227
09:00	10:00			119	94	213
10:00	11:00			114	86	200
11:00	12:00			101	64	165
12:00	13:00			98	96	194
13:00	14:00			119	103	222
14:00	15:00			117	112	229
15:00	16:00			112	124	236
16:00	17:00			107	111	218
17:00	18:00			98	133	231
18:00	19:00			106	159	265
19:00	20:00			87	140	227
20:00	21:00			90	133	223
21:00	22:00			67	113	180
22:00	23:00			34	60	94
23:00	00:00			33	63	96

STATISTICS

	NB	SB	EB	WB	TOTAL
Peak Period	00:00	to	12:00		
Volume			753	476	1229
Peak Hour			7:30	9:45	8:00
Peak Volume			163	98	227
Peak Hour Factor			0.832	0.700	0.901
Peak Period	12:00	to	00:00		
Volume			1068	1347	2415
Peak Hour			14:15	17:45	18:00
Peak Volume			121	159	265
Peak Hour Factor			0.945	0.883	0.933
Peak Period	07:00	to	09:00		
Volume			267	114	381
Peak Hour			7:30	8:00	8:00
Peak Volume			163	73	227
Peak Hour Factor			0.832	0.730	0.901
Peak Period	16:00	to	18:00		
Volume			205	244	449
Peak Hour			16:00	17:00	16:45
Peak Volume			107	133	232
Peak Hour Factor			0.743	0.899	0.967



2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8700 MIAMI-DADE NORTH

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.07	1.13
2	01/07/2024 - 01/13/2024	1.03	1.08
3	01/14/2024 - 01/20/2024	1.00	1.05
4	01/21/2024 - 01/27/2024	0.98	1.03
* 5	01/28/2024 - 02/03/2024	0.97	1.02
* 6	02/04/2024 - 02/10/2024	0.96	1.01
* 7	02/11/2024 - 02/17/2024	0.95	1.00
* 8	02/18/2024 - 02/24/2024	0.95	1.00
* 9	02/25/2024 - 03/02/2024	0.94	0.99
*10	03/03/2024 - 03/09/2024	0.94	0.99
*11	03/10/2024 - 03/16/2024	0.94	0.99
*12	03/17/2024 - 03/23/2024	0.94	0.99
*13	03/24/2024 - 03/30/2024	0.95	1.00
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.96	1.01
*16	04/14/2024 - 04/20/2024	0.97	1.02
*17	04/21/2024 - 04/27/2024	0.98	1.03
18	04/28/2024 - 05/04/2024	0.99	1.04
19	05/05/2024 - 05/11/2024	1.00	1.05
20	05/12/2024 - 05/18/2024	1.02	1.07
21	05/19/2024 - 05/25/2024	1.03	1.08
22	05/26/2024 - 06/01/2024	1.04	1.09
23	06/02/2024 - 06/08/2024	1.05	1.11
24	06/09/2024 - 06/15/2024	1.06	1.12
25	06/16/2024 - 06/22/2024	1.05	1.11
26	06/23/2024 - 06/29/2024	1.04	1.09
27	06/30/2024 - 07/06/2024	1.03	1.08
28	07/07/2024 - 07/13/2024	1.02	1.07
29	07/14/2024 - 07/20/2024	1.02	1.07
30	07/21/2024 - 07/27/2024	1.01	1.06
31	07/28/2024 - 08/03/2024	1.01	1.06
32	08/04/2024 - 08/10/2024	1.01	1.06
33	08/11/2024 - 08/17/2024	1.01	1.06
34	08/18/2024 - 08/24/2024	1.01	1.06
35	08/25/2024 - 08/31/2024	1.01	1.06
36	09/01/2024 - 09/07/2024	1.01	1.06
37	09/08/2024 - 09/14/2024	1.01	1.06
38	09/15/2024 - 09/21/2024	1.01	1.06
39	09/22/2024 - 09/28/2024	1.01	1.06
40	09/29/2024 - 10/05/2024	1.01	1.06
41	10/06/2024 - 10/12/2024	1.01	1.06
42	10/13/2024 - 10/19/2024	1.02	1.07
43	10/20/2024 - 10/26/2024	1.02	1.07
44	10/27/2024 - 11/02/2024	1.02	1.07
45	11/03/2024 - 11/09/2024	1.02	1.07
46	11/10/2024 - 11/16/2024	1.03	1.08
47	11/17/2024 - 11/23/2024	1.03	1.08
48	11/24/2024 - 11/30/2024	1.04	1.09
49	12/01/2024 - 12/07/2024	1.05	1.11
50	12/08/2024 - 12/14/2024	1.06	1.12
51	12/15/2024 - 12/21/2024	1.07	1.13
52	12/22/2024 - 12/28/2024	1.03	1.08
53	12/29/2024 - 12/31/2024	1.00	1.05

* PEAK SEASON

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8701 MIAMI-DADE SOUTH

MOCF: 0.98

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.05	1.07
2	01/07/2024 - 01/13/2024	1.02	1.04
3	01/14/2024 - 01/20/2024	0.99	1.01
4	01/21/2024 - 01/27/2024	0.99	1.01
5	01/28/2024 - 02/03/2024	0.98	1.00
6	02/04/2024 - 02/10/2024	0.98	1.00
7	02/11/2024 - 02/17/2024	0.97	0.99
* 8	02/18/2024 - 02/24/2024	0.97	0.99
* 9	02/25/2024 - 03/02/2024	0.98	1.00
*10	03/03/2024 - 03/09/2024	0.98	1.00
*11	03/10/2024 - 03/16/2024	0.98	1.00
*12	03/17/2024 - 03/23/2024	0.98	1.00
*13	03/24/2024 - 03/30/2024	0.98	1.00
*14	03/31/2024 - 04/06/2024	0.98	1.00
*15	04/07/2024 - 04/13/2024	0.98	1.00
*16	04/14/2024 - 04/20/2024	0.98	1.00
*17	04/21/2024 - 04/27/2024	0.98	1.00
*18	04/28/2024 - 05/04/2024	0.98	1.00
*19	05/05/2024 - 05/11/2024	0.97	0.99
*20	05/12/2024 - 05/18/2024	0.97	0.99
21	05/19/2024 - 05/25/2024	0.98	1.00
22	05/26/2024 - 06/01/2024	0.99	1.01
23	06/02/2024 - 06/08/2024	0.99	1.01
24	06/09/2024 - 06/15/2024	1.00	1.02
25	06/16/2024 - 06/22/2024	1.01	1.03
26	06/23/2024 - 06/29/2024	1.02	1.04
27	06/30/2024 - 07/06/2024	1.02	1.04
28	07/07/2024 - 07/13/2024	1.03	1.05
29	07/14/2024 - 07/20/2024	1.04	1.06
30	07/21/2024 - 07/27/2024	1.03	1.05
31	07/28/2024 - 08/03/2024	1.02	1.04
32	08/04/2024 - 08/10/2024	1.00	1.02
33	08/11/2024 - 08/17/2024	0.99	1.01
34	08/18/2024 - 08/24/2024	0.99	1.01
35	08/25/2024 - 08/31/2024	0.99	1.01
36	09/01/2024 - 09/07/2024	0.99	1.01
37	09/08/2024 - 09/14/2024	0.99	1.01
38	09/15/2024 - 09/21/2024	0.99	1.01
39	09/22/2024 - 09/28/2024	1.00	1.02
40	09/29/2024 - 10/05/2024	1.01	1.03
41	10/06/2024 - 10/12/2024	1.02	1.04
42	10/13/2024 - 10/19/2024	1.03	1.05
43	10/20/2024 - 10/26/2024	1.02	1.04
44	10/27/2024 - 11/02/2024	1.01	1.03
45	11/03/2024 - 11/09/2024	1.00	1.02
46	11/10/2024 - 11/16/2024	1.00	1.02
47	11/17/2024 - 11/23/2024	1.01	1.03
48	11/24/2024 - 11/30/2024	1.02	1.04
49	12/01/2024 - 12/07/2024	1.03	1.05
50	12/08/2024 - 12/14/2024	1.04	1.06
51	12/15/2024 - 12/21/2024	1.05	1.07
52	12/22/2024 - 12/28/2024	1.02	1.04
53	12/29/2024 - 12/31/2024	0.99	1.01

* PEAK SEASON

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8702 MIAMI DADE NORTH EXP

MOCF: 0.98

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.02	1.04
2	01/07/2024 - 01/13/2024	1.02	1.04
3	01/14/2024 - 01/20/2024	1.01	1.03
4	01/21/2024 - 01/27/2024	1.00	1.02
5	01/28/2024 - 02/03/2024	1.00	1.02
6	02/04/2024 - 02/10/2024	0.99	1.01
* 7	02/11/2024 - 02/17/2024	0.98	1.00
* 8	02/18/2024 - 02/24/2024	0.98	1.00
* 9	02/25/2024 - 03/02/2024	0.98	1.00
*10	03/03/2024 - 03/09/2024	0.98	1.00
*11	03/10/2024 - 03/16/2024	0.98	1.00
*12	03/17/2024 - 03/23/2024	0.98	1.00
*13	03/24/2024 - 03/30/2024	0.98	1.00
*14	03/31/2024 - 04/06/2024	0.97	0.99
*15	04/07/2024 - 04/13/2024	0.97	0.99
*16	04/14/2024 - 04/20/2024	0.97	0.99
*17	04/21/2024 - 04/27/2024	0.98	1.00
*18	04/28/2024 - 05/04/2024	0.98	1.00
*19	05/05/2024 - 05/11/2024	0.99	1.01
20	05/12/2024 - 05/18/2024	0.99	1.01
21	05/19/2024 - 05/25/2024	1.00	1.02
22	05/26/2024 - 06/01/2024	1.00	1.02
23	06/02/2024 - 06/08/2024	1.01	1.03
24	06/09/2024 - 06/15/2024	1.01	1.03
25	06/16/2024 - 06/22/2024	1.01	1.03
26	06/23/2024 - 06/29/2024	1.01	1.03
27	06/30/2024 - 07/06/2024	1.01	1.03
28	07/07/2024 - 07/13/2024	1.01	1.03
29	07/14/2024 - 07/20/2024	1.01	1.03
30	07/21/2024 - 07/27/2024	1.01	1.03
31	07/28/2024 - 08/03/2024	1.01	1.03
32	08/04/2024 - 08/10/2024	1.01	1.03
33	08/11/2024 - 08/17/2024	1.01	1.03
34	08/18/2024 - 08/24/2024	1.01	1.03
35	08/25/2024 - 08/31/2024	1.01	1.03
36	09/01/2024 - 09/07/2024	1.02	1.04
37	09/08/2024 - 09/14/2024	1.02	1.04
38	09/15/2024 - 09/21/2024	1.02	1.04
39	09/22/2024 - 09/28/2024	1.03	1.05
40	09/29/2024 - 10/05/2024	1.03	1.05
41	10/06/2024 - 10/12/2024	1.04	1.06
42	10/13/2024 - 10/19/2024	1.04	1.06
43	10/20/2024 - 10/26/2024	1.03	1.05
44	10/27/2024 - 11/02/2024	1.03	1.05
45	11/03/2024 - 11/09/2024	1.02	1.04
46	11/10/2024 - 11/16/2024	1.01	1.03
47	11/17/2024 - 11/23/2024	1.01	1.03
48	11/24/2024 - 11/30/2024	1.01	1.03
49	12/01/2024 - 12/07/2024	1.02	1.04
50	12/08/2024 - 12/14/2024	1.02	1.04
51	12/15/2024 - 12/21/2024	1.02	1.04
52	12/22/2024 - 12/28/2024	1.02	1.04
53	12/29/2024 - 12/31/2024	1.01	1.03

* PEAK SEASON

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8703 MIAMI DADE SOUTH EXP

MOCF: 0.97

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.06	1.09
2	01/07/2024 - 01/13/2024	1.04	1.07
3	01/14/2024 - 01/20/2024	1.03	1.06
4	01/21/2024 - 01/27/2024	1.02	1.05
5	01/28/2024 - 02/03/2024	1.01	1.04
6	02/04/2024 - 02/10/2024	1.00	1.03
7	02/11/2024 - 02/17/2024	0.99	1.02
8	02/18/2024 - 02/24/2024	0.99	1.02
9	02/25/2024 - 03/02/2024	0.99	1.02
*10	03/03/2024 - 03/09/2024	0.99	1.02
*11	03/10/2024 - 03/16/2024	0.99	1.02
*12	03/17/2024 - 03/23/2024	0.98	1.01
*13	03/24/2024 - 03/30/2024	0.97	1.00
*14	03/31/2024 - 04/06/2024	0.96	0.99
*15	04/07/2024 - 04/13/2024	0.95	0.98
*16	04/14/2024 - 04/20/2024	0.95	0.98
*17	04/21/2024 - 04/27/2024	0.95	0.98
*18	04/28/2024 - 05/04/2024	0.95	0.98
*19	05/05/2024 - 05/11/2024	0.95	0.98
*20	05/12/2024 - 05/18/2024	0.96	0.99
*21	05/19/2024 - 05/25/2024	0.97	1.00
*22	05/26/2024 - 06/01/2024	0.99	1.02
23	06/02/2024 - 06/08/2024	1.01	1.04
24	06/09/2024 - 06/15/2024	1.03	1.06
25	06/16/2024 - 06/22/2024	1.03	1.06
26	06/23/2024 - 06/29/2024	1.04	1.07
27	06/30/2024 - 07/06/2024	1.05	1.08
28	07/07/2024 - 07/13/2024	1.05	1.08
29	07/14/2024 - 07/20/2024	1.06	1.09
30	07/21/2024 - 07/27/2024	1.05	1.08
31	07/28/2024 - 08/03/2024	1.03	1.06
32	08/04/2024 - 08/10/2024	1.02	1.05
33	08/11/2024 - 08/17/2024	1.00	1.03
34	08/18/2024 - 08/24/2024	1.00	1.03
35	08/25/2024 - 08/31/2024	1.00	1.03
36	09/01/2024 - 09/07/2024	1.00	1.03
37	09/08/2024 - 09/14/2024	1.00	1.03
38	09/15/2024 - 09/21/2024	1.00	1.03
39	09/22/2024 - 09/28/2024	1.00	1.03
40	09/29/2024 - 10/05/2024	1.00	1.03
41	10/06/2024 - 10/12/2024	1.00	1.03
42	10/13/2024 - 10/19/2024	1.01	1.04
43	10/20/2024 - 10/26/2024	1.00	1.03
44	10/27/2024 - 11/02/2024	1.00	1.03
45	11/03/2024 - 11/09/2024	1.00	1.03
46	11/10/2024 - 11/16/2024	1.00	1.03
47	11/17/2024 - 11/23/2024	1.01	1.04
48	11/24/2024 - 11/30/2024	1.02	1.05
49	12/01/2024 - 12/07/2024	1.03	1.06
50	12/08/2024 - 12/14/2024	1.04	1.07
51	12/15/2024 - 12/21/2024	1.06	1.09
52	12/22/2024 - 12/28/2024	1.04	1.07
53	12/29/2024 - 12/31/2024	1.03	1.06

* PEAK SEASON

04-MAR-2025 16:32:53 830UPD 6_8703_PKSEASON.TXT

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8719 MIAMI-DADE I 195

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.00	1.05
2	01/07/2024 - 01/13/2024	1.00	1.05
3	01/14/2024 - 01/20/2024	0.99	1.04
4	01/21/2024 - 01/27/2024	0.99	1.04
5	01/28/2024 - 02/03/2024	0.98	1.03
6	02/04/2024 - 02/10/2024	0.98	1.03
7	02/11/2024 - 02/17/2024	0.97	1.02
8	02/18/2024 - 02/24/2024	0.97	1.02
* 9	02/25/2024 - 03/02/2024	0.97	1.02
*10	03/03/2024 - 03/09/2024	0.97	1.02
*11	03/10/2024 - 03/16/2024	0.97	1.02
*12	03/17/2024 - 03/23/2024	0.96	1.01
*13	03/24/2024 - 03/30/2024	0.96	1.01
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.95	1.00
*16	04/14/2024 - 04/20/2024	0.94	0.99
*17	04/21/2024 - 04/27/2024	0.94	0.99
*18	04/28/2024 - 05/04/2024	0.94	0.99
*19	05/05/2024 - 05/11/2024	0.94	0.99
*20	05/12/2024 - 05/18/2024	0.94	0.99
*21	05/19/2024 - 05/25/2024	0.97	1.02
22	05/26/2024 - 06/01/2024	1.00	1.05
23	06/02/2024 - 06/08/2024	1.03	1.08
24	06/09/2024 - 06/15/2024	1.06	1.12
25	06/16/2024 - 06/22/2024	1.05	1.11
26	06/23/2024 - 06/29/2024	1.04	1.09
27	06/30/2024 - 07/06/2024	1.02	1.07
28	07/07/2024 - 07/13/2024	1.01	1.06
29	07/14/2024 - 07/20/2024	1.00	1.05
30	07/21/2024 - 07/27/2024	1.01	1.06
31	07/28/2024 - 08/03/2024	1.03	1.08
32	08/04/2024 - 08/10/2024	1.04	1.09
33	08/11/2024 - 08/17/2024	1.05	1.11
34	08/18/2024 - 08/24/2024	1.05	1.11
35	08/25/2024 - 08/31/2024	1.05	1.11
36	09/01/2024 - 09/07/2024	1.06	1.12
37	09/08/2024 - 09/14/2024	1.06	1.12
38	09/15/2024 - 09/21/2024	1.06	1.12
39	09/22/2024 - 09/28/2024	1.06	1.12
40	09/29/2024 - 10/05/2024	1.07	1.13
41	10/06/2024 - 10/12/2024	1.07	1.13
42	10/13/2024 - 10/19/2024	1.07	1.13
43	10/20/2024 - 10/26/2024	1.06	1.12
44	10/27/2024 - 11/02/2024	1.05	1.11
45	11/03/2024 - 11/09/2024	1.04	1.09
46	11/10/2024 - 11/16/2024	1.03	1.08
47	11/17/2024 - 11/23/2024	1.02	1.07
48	11/24/2024 - 11/30/2024	1.02	1.07
49	12/01/2024 - 12/07/2024	1.01	1.06
50	12/08/2024 - 12/14/2024	1.01	1.06
51	12/15/2024 - 12/21/2024	1.00	1.05
52	12/22/2024 - 12/28/2024	1.00	1.05
53	12/29/2024 - 12/31/2024	0.99	1.04

* PEAK SEASON

04-MAR-2025 16:32:53 830UPD 6_8719_PKSEASON.TXT

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8739 MIAMI-DADE I 395

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.00	1.05
2	01/07/2024 - 01/13/2024	1.00	1.05
3	01/14/2024 - 01/20/2024	0.99	1.04
4	01/21/2024 - 01/27/2024	0.99	1.04
5	01/28/2024 - 02/03/2024	0.98	1.03
6	02/04/2024 - 02/10/2024	0.98	1.03
7	02/11/2024 - 02/17/2024	0.97	1.02
8	02/18/2024 - 02/24/2024	0.97	1.02
* 9	02/25/2024 - 03/02/2024	0.97	1.02
*10	03/03/2024 - 03/09/2024	0.97	1.02
*11	03/10/2024 - 03/16/2024	0.97	1.02
*12	03/17/2024 - 03/23/2024	0.96	1.01
*13	03/24/2024 - 03/30/2024	0.96	1.01
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.95	1.00
*16	04/14/2024 - 04/20/2024	0.94	0.99
*17	04/21/2024 - 04/27/2024	0.94	0.99
*18	04/28/2024 - 05/04/2024	0.94	0.99
*19	05/05/2024 - 05/11/2024	0.94	0.99
*20	05/12/2024 - 05/18/2024	0.94	0.99
*21	05/19/2024 - 05/25/2024	0.97	1.02
22	05/26/2024 - 06/01/2024	1.00	1.05
23	06/02/2024 - 06/08/2024	1.03	1.08
24	06/09/2024 - 06/15/2024	1.06	1.12
25	06/16/2024 - 06/22/2024	1.05	1.11
26	06/23/2024 - 06/29/2024	1.04	1.09
27	06/30/2024 - 07/06/2024	1.02	1.07
28	07/07/2024 - 07/13/2024	1.01	1.06
29	07/14/2024 - 07/20/2024	1.00	1.05
30	07/21/2024 - 07/27/2024	1.01	1.06
31	07/28/2024 - 08/03/2024	1.03	1.08
32	08/04/2024 - 08/10/2024	1.04	1.09
33	08/11/2024 - 08/17/2024	1.05	1.11
34	08/18/2024 - 08/24/2024	1.05	1.11
35	08/25/2024 - 08/31/2024	1.05	1.11
36	09/01/2024 - 09/07/2024	1.06	1.12
37	09/08/2024 - 09/14/2024	1.06	1.12
38	09/15/2024 - 09/21/2024	1.06	1.12
39	09/22/2024 - 09/28/2024	1.06	1.12
40	09/29/2024 - 10/05/2024	1.07	1.13
41	10/06/2024 - 10/12/2024	1.07	1.13
42	10/13/2024 - 10/19/2024	1.07	1.13
43	10/20/2024 - 10/26/2024	1.06	1.12
44	10/27/2024 - 11/02/2024	1.05	1.11
45	11/03/2024 - 11/09/2024	1.04	1.09
46	11/10/2024 - 11/16/2024	1.03	1.08
47	11/17/2024 - 11/23/2024	1.02	1.07
48	11/24/2024 - 11/30/2024	1.02	1.07
49	12/01/2024 - 12/07/2024	1.01	1.06
50	12/08/2024 - 12/14/2024	1.01	1.06
51	12/15/2024 - 12/21/2024	1.00	1.05
52	12/22/2024 - 12/28/2024	1.00	1.05
53	12/29/2024 - 12/31/2024	0.99	1.04

* PEAK SEASON

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8775 MIAMI-DADE I 75

MOCF: 0.98

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.00	1.02
2	01/07/2024 - 01/13/2024	1.01	1.03
3	01/14/2024 - 01/20/2024	1.03	1.05
4	01/21/2024 - 01/27/2024	1.01	1.03
5	01/28/2024 - 02/03/2024	1.00	1.02
6	02/04/2024 - 02/10/2024	0.99	1.01
* 7	02/11/2024 - 02/17/2024	0.98	1.00
* 8	02/18/2024 - 02/24/2024	0.98	1.00
* 9	02/25/2024 - 03/02/2024	0.98	1.00
*10	03/03/2024 - 03/09/2024	0.98	1.00
*11	03/10/2024 - 03/16/2024	0.98	1.00
*12	03/17/2024 - 03/23/2024	0.97	0.99
*13	03/24/2024 - 03/30/2024	0.97	0.99
*14	03/31/2024 - 04/06/2024	0.97	0.99
*15	04/07/2024 - 04/13/2024	0.97	0.99
*16	04/14/2024 - 04/20/2024	0.97	0.99
*17	04/21/2024 - 04/27/2024	0.98	1.00
*18	04/28/2024 - 05/04/2024	0.98	1.00
*19	05/05/2024 - 05/11/2024	0.99	1.01
20	05/12/2024 - 05/18/2024	0.99	1.01
21	05/19/2024 - 05/25/2024	1.00	1.02
22	05/26/2024 - 06/01/2024	1.01	1.03
23	06/02/2024 - 06/08/2024	1.01	1.03
24	06/09/2024 - 06/15/2024	1.02	1.04
25	06/16/2024 - 06/22/2024	1.02	1.04
26	06/23/2024 - 06/29/2024	1.03	1.05
27	06/30/2024 - 07/06/2024	1.03	1.05
28	07/07/2024 - 07/13/2024	1.03	1.05
29	07/14/2024 - 07/20/2024	1.04	1.06
30	07/21/2024 - 07/27/2024	1.03	1.05
31	07/28/2024 - 08/03/2024	1.03	1.05
32	08/04/2024 - 08/10/2024	1.02	1.04
33	08/11/2024 - 08/17/2024	1.02	1.04
34	08/18/2024 - 08/24/2024	1.02	1.04
35	08/25/2024 - 08/31/2024	1.02	1.04
36	09/01/2024 - 09/07/2024	1.02	1.04
37	09/08/2024 - 09/14/2024	1.02	1.04
38	09/15/2024 - 09/21/2024	1.02	1.04
39	09/22/2024 - 09/28/2024	1.02	1.04
40	09/29/2024 - 10/05/2024	1.02	1.04
41	10/06/2024 - 10/12/2024	1.02	1.04
42	10/13/2024 - 10/19/2024	1.02	1.04
43	10/20/2024 - 10/26/2024	1.01	1.03
44	10/27/2024 - 11/02/2024	1.01	1.03
45	11/03/2024 - 11/09/2024	1.00	1.02
46	11/10/2024 - 11/16/2024	1.00	1.02
47	11/17/2024 - 11/23/2024	1.00	1.02
48	11/24/2024 - 11/30/2024	1.00	1.02
49	12/01/2024 - 12/07/2024	1.00	1.02
50	12/08/2024 - 12/14/2024	1.00	1.02
51	12/15/2024 - 12/21/2024	1.00	1.02
52	12/22/2024 - 12/28/2024	1.01	1.03
53	12/29/2024 - 12/31/2024	1.03	1.05

* PEAK SEASON

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 8795 MIAMI-DADE I 95

MOCF: 0.98

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.01	1.03
2	01/07/2024 - 01/13/2024	1.01	1.03
3	01/14/2024 - 01/20/2024	1.01	1.03
4	01/21/2024 - 01/27/2024	1.00	1.02
5	01/28/2024 - 02/03/2024	1.00	1.02
6	02/04/2024 - 02/10/2024	0.99	1.01
* 7	02/11/2024 - 02/17/2024	0.98	1.00
* 8	02/18/2024 - 02/24/2024	0.98	1.00
* 9	02/25/2024 - 03/02/2024	0.98	1.00
*10	03/03/2024 - 03/09/2024	0.97	0.99
*11	03/10/2024 - 03/16/2024	0.97	0.99
*12	03/17/2024 - 03/23/2024	0.97	0.99
*13	03/24/2024 - 03/30/2024	0.97	0.99
*14	03/31/2024 - 04/06/2024	0.97	0.99
*15	04/07/2024 - 04/13/2024	0.97	0.99
*16	04/14/2024 - 04/20/2024	0.97	0.99
*17	04/21/2024 - 04/27/2024	0.98	1.00
*18	04/28/2024 - 05/04/2024	0.98	1.00
*19	05/05/2024 - 05/11/2024	0.99	1.01
20	05/12/2024 - 05/18/2024	0.99	1.01
21	05/19/2024 - 05/25/2024	1.00	1.02
22	05/26/2024 - 06/01/2024	1.00	1.02
23	06/02/2024 - 06/08/2024	1.01	1.03
24	06/09/2024 - 06/15/2024	1.01	1.03
25	06/16/2024 - 06/22/2024	1.01	1.03
26	06/23/2024 - 06/29/2024	1.01	1.03
27	06/30/2024 - 07/06/2024	1.01	1.03
28	07/07/2024 - 07/13/2024	1.01	1.03
29	07/14/2024 - 07/20/2024	1.01	1.03
30	07/21/2024 - 07/27/2024	1.01	1.03
31	07/28/2024 - 08/03/2024	1.01	1.03
32	08/04/2024 - 08/10/2024	1.01	1.03
33	08/11/2024 - 08/17/2024	1.01	1.03
34	08/18/2024 - 08/24/2024	1.01	1.03
35	08/25/2024 - 08/31/2024	1.01	1.03
36	09/01/2024 - 09/07/2024	1.02	1.04
37	09/08/2024 - 09/14/2024	1.02	1.04
38	09/15/2024 - 09/21/2024	1.02	1.04
39	09/22/2024 - 09/28/2024	1.03	1.05
40	09/29/2024 - 10/05/2024	1.03	1.05
41	10/06/2024 - 10/12/2024	1.04	1.06
42	10/13/2024 - 10/19/2024	1.04	1.06
43	10/20/2024 - 10/26/2024	1.03	1.05
44	10/27/2024 - 11/02/2024	1.03	1.05
45	11/03/2024 - 11/09/2024	1.02	1.04
46	11/10/2024 - 11/16/2024	1.01	1.03
47	11/17/2024 - 11/23/2024	1.01	1.03
48	11/24/2024 - 11/30/2024	1.01	1.03
49	12/01/2024 - 12/07/2024	1.01	1.03
50	12/08/2024 - 12/14/2024	1.01	1.03
51	12/15/2024 - 12/21/2024	1.01	1.03
52	12/22/2024 - 12/28/2024	1.01	1.03
53	12/29/2024 - 12/31/2024	1.01	1.03

* PEAK SEASON

APPENDIX C: Growth Rate

	FDOT Count*	NBV Census
2010		7137
2011		
2012		
2013		
2014		
2015		
2016		
2017	39500	
2018	41000	
2019	39500	
2020	37000	8160
2021	39000	
2022	40500	
2023	39500	
2024	39000	8286
Δ% (overall)	-1.4%	15.4%
Δ% (annual)	-0.2%	1.1%

* FDOT Count Station 870533 - SR 934 between Adventure Avenue and Bay Dr

APPENDIX D: Volume Calculations

Committed projects:

1819/1855 79th St Causeway
Mixed-use Development
WB Thru Traffic – 91 AM, 78 PM
EB Thru Traffic – 93 AM, 91 PM
Source: NV5 Traffic Impact Study, 12/2022

1755 Kennedy Causeway
Mixed-use Development
Source: Kimley Horn & Assoc. Traffic Impact Analysis, 1/2022
WB Thru Traffic – 40 AM, 59 PM
EB Thru Traffic – 53 AM, 62 PM

Shoma Bay Village
Mixed-use Development
Source: David Plummer & Assoc., Traffic Impact Analysis, 11/2020
WB Thru Traffic – 65 AM, 63 PM
EB Thru Traffic – 52 AM, 78 PM

7918 West Drive
54-unit residential tower

Multifamily Housing (High-Rise) (222)
Based upon methodology from ITE's Trip Generation, 11th Edition (2021)

Not Close to Rail Transit		Project Trips		
Project Land Use	Project Density	Total	Inbound	Outbound
Multifamily Housing (High-Rise)	54 DU			
Daily		246	123	123
AM Peak Hour		15	5	10
PM Peak Hour		18	10	8

Source: ITE Trip Generation, 11th Ed (2021)

APPENDIX E: Trip Generation

Multifamily Housing (High-Rise) (222)

Based upon methodology from ITE's Trip Generation, 11th Edition (2021)

Not Close to Rail Transit Project Land Use	Project Density	Project Trips Total	Inbound	Outbound	ITE Code	Variable	Equation Used[1]	In/Out Distribution		Average Rate
Multifamily Housing (High-Rise)	94 DU				222	Dwelling Units				
Daily		**426**	213	213			-	50%	50%	4.54
AM Peak Hour		**25**	9	16			-	34%	66%	0.27
PM Peak Hour		**30**	17	13			-	56%	44%	0.32
Reductions for Pass-By Trips										
Daily		**0**	0	0						
AM Peak Hour		**0**	0	0						
PM Peak Hour		**0**	0	0						
TOTAL PROJECT TRIPS										
Daily		**426**	213	213						
AM Peak Hour		**25**	9	16						
PM Peak Hour		**30**	17	13						

Note:

[1] Where: T = Trips; X = Density by Variable

Entered by: *SM* 12/3/2021

Checked by: *AK* 12/7/2021

Multifamily Housing (High Rise)
(222)

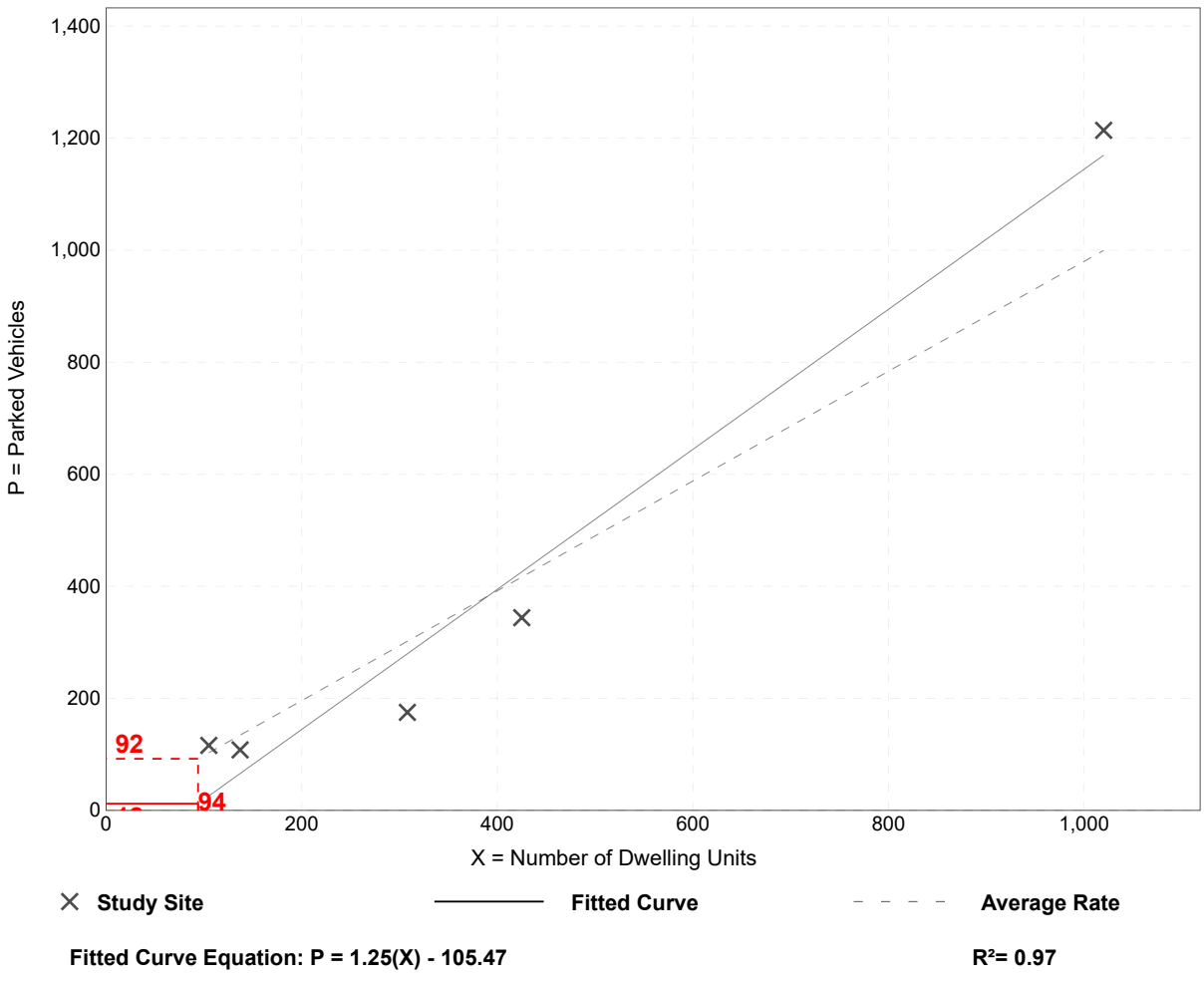
Peak Period Parking Demand vs: **Dwelling Units**
On a: **Weekday (Monday - Friday)**
Setting/Location: **General Urban/Suburban (no nearby rail transit)**
Peak Period of Parking Demand: **10:00 p.m. - 5:00 a.m.**
Number of Studies: 5
Avg. Num. of Dwelling Units: 399

Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.98	0.57 - 1.19	0.78 / 1.19	***	0.27 (28%)

Data Plot and Equation

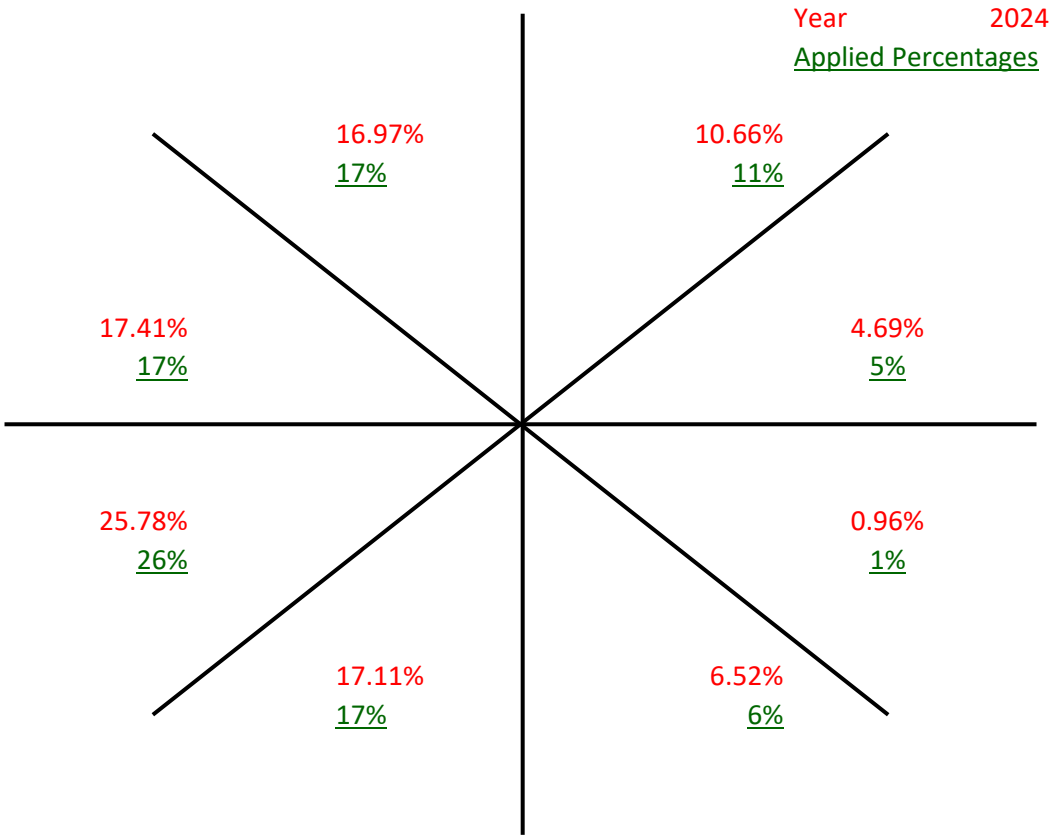
Caution – Small Sample Size



Fitted Curve Equation: P = 1.25(X) - 105.47 **R^2= 0.97**

APPENDIX F: Trip Distribution

Cardinal Distribution for TAZ 624



Cardinal Trip Distribution

Cardinal Direction	Percentage of Trips		2024 Interpolated	2024 Rounded
	2015	2045		
North-Northeast	10.8%	10.5%	10.66%	11.0%
East-Northeast	6.0%	3.2%	4.69%	5.0%
East-Southeast	1.1%	0.8%	0.96%	1.0%
South-Southeast	6.1%	7.0%	6.52%	6.0%
South-Southwest	15.2%	19.3%	17.11%	17.0%
West-Southwest	26.2%	25.3%	25.78%	26.0%
West-Northwest	16.8%	18.1%	17.41%	17.0%
North-Northwest	17.9%	15.9%	16.97%	17.0%
Total	**100.1%**	**100.1%**	**100.10%**	**100.0%**



MIAMI-DADE TRANSPORTATION PLANNING ORGANIZATION

2045 LRTP SUPPORTING DOCUMENTS

DIRECTIONAL TRIP DISTRIBUTION REPORT

SEPTEMBER 2019

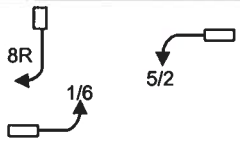
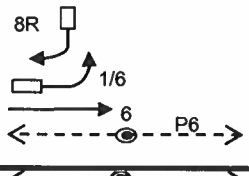
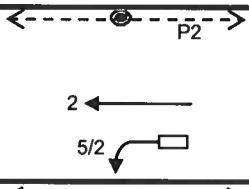
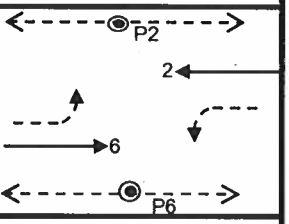
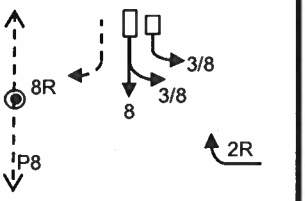
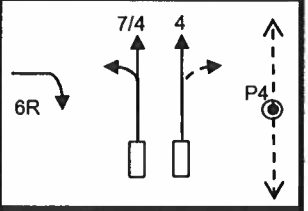
Miami-Dade 2015 Base Year Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	591	34	0	13	16	316	294	397	1,717
599	3499	Percent	35.6	2.0	0.0	0.8	1.0	19.0	17.7	23.9	
600	3500	Trips	1,964	258	20	47	84	1,205	1,079	998	5,795
600	3500	Percent	34.7	4.6	0.4	0.8	1.5	21.3	19.1	17.7	
601	3501	Trips	70	-	-	28	277	290	175	257	1,104
601	3501	Percent	6.4	-	-	2.5	25.3	26.4	15.9	23.5	
602	3502	Trips	67	17	-	103	540	455	472	464	2,181
602	3502	Percent	3.2	0.8	-	4.9	25.5	21.5	22.3	21.9	
603	3503	Trips	27	-	-	3	177	160	92	111	570
603	3503	Percent	4.8	-	-	0.5	31.0	28.1	16.2	19.5	
604	3504	Trips	45	-	-	6	506	334	458	381	1,779
604	3504	Percent	2.6	-	-	0.4	29.3	19.3	26.5	22.0	
605	3505	Trips	136	16	-	144	498	321	433	386	1,958
605	3505	Percent	7.0	0.8	-	7.4	25.7	16.6	22.4	20.0	
606	3506	Trips	830	-	-	845	1,407	1,998	1,040	2,384	9,052
606	3506	Percent	9.8	-	-	9.9	16.5	23.5	12.2	28.0	
607	3507	Trips	197	83	-	165	848	498	671	627	3,154
607	3507	Percent	6.4	2.7	-	5.4	27.5	16.1	21.7	20.3	
608	3508	Trips	109	-	-	17	655	545	562	535	2,497
608	3508	Percent	4.5	-	-	0.7	27.0	22.5	23.2	22.1	
609	3509	Trips	80	-	-	30	482	700	242	744	2,414
609	3509	Percent	3.5	-	-	1.3	21.2	30.7	10.6	32.7	
610	3510	Trips	576	187	-	313	1,639	1,859	1,152	2,527	9,381
610	3510	Percent	7.0	2.3	-	3.8	19.9	22.5	14.0	30.6	
611	3511	Trips	344	38	-	107	861	847	782	1,269	4,444
611	3511	Percent	8.1	0.9	-	2.5	20.3	20.0	18.4	29.9	
612	3512	Trips	102	-	-	38	497	479	354	809	2,324
612	3512	Percent	4.5	-	-	1.7	21.8	21.0	15.5	35.5	
613	3513	Trips	50	-	-	45	147	146	130	221	738
613	3513	Percent	6.8	-	-	6.1	19.9	19.8	17.6	30.0	
614	3514	Trips	107	-	-	231	720	908	522	868	3,436
614	3514	Percent	3.2	-	-	6.9	21.5	27.1	15.6	25.9	
615	3515	Trips	748	321	-	855	1,825	1,774	1,120	2,278	9,551
615	3515	Percent	8.4	3.6	-	9.6	20.5	19.9	12.6	25.5	
616	3516	Trips	631	418	-	1,214	1,619	1,428	921	1,966	9,585
616	3516	Percent	7.7	5.1	-	14.8	19.8	17.4	11.2	24.0	
617	3517	Trips	18	4	17	9	11	16	6	43	125
617	3517	Percent	14.3	3.3	13.7	7.4	9.0	13.1	4.7	34.7	
618	3518	Trips	243	105	-	241	640	556	295	599	2,736
618	3518	Percent	9.1	3.9	-	9.0	23.9	20.8	11.0	22.4	
619	3519	Trips	114	-	-	442	1,579	1,258	675	2,112	6,703
619	3519	Percent	1.8	-	-	7.2	25.6	20.4	10.9	34.2	
620	3520	Trips	85	-	-	385	1,902	1,775	809	2,132	7,584
620	3520	Percent	1.2	-	-	5.4	26.8	25.1	11.4	30.1	
621	3521	Trips	411	-	112	336	917	877	409	774	3,916
621	3521	Percent	10.7	-	2.9	8.8	23.9	22.9	10.7	20.2	
622	3522	Trips	725	-	-	733	1,372	1,695	887	1,623	7,653
622	3522	Percent	10.3	-	-	10.4	19.5	24.1	12.6	23.1	
623	3523	Trips	394	243	139	749	727	1,431	755	921	5,657
623	3523	Percent	7.4	4.5	2.6	14.0	13.6	26.7	14.1	17.2	
624	3524	Trips	1,100	613	112	625	1,542	2,663	1,706	1,821	11,072
624	3524	Percent	10.8	6.0	1.1	6.1	15.2	26.2	16.8	17.9	

Miami-Dade 2045 Cost Feasible Plan Direction Trip Distribution Summary											
TAZ of Origin		Trips / Percent	Cardinal Directions								Total Trips
County TAZ	Regional TAZ		NNE	ENE	ESE	SSE	SSW	WSW	WNW	NNW	
599	3499	Trips	392	108	7	13	41	341	344	485	1,765
599	3499	Percent	22.6	6.2	0.4	0.8	2.4	19.7	19.9	28.0	
600	3500	Trips	1,603	330	17	42	94	1,157	1,332	1,506	6,163
600	3500	Percent	26.4	5.4	0.3	0.7	1.6	19.0	21.9	24.8	
601	3501	Trips	73	-	-	36	470	342	267	332	1,552
601	3501	Percent	4.8	-	-	2.4	30.9	22.5	17.5	21.8	
602	3502	Trips	62	6	-	148	713	574	523	476	2,566
602	3502	Percent	2.5	0.3	-	5.9	28.5	22.9	20.9	19.0	
603	3503	Trips	14	-	-	1	337	258	161	172	980
603	3503	Percent	1.5	-	-	0.1	35.7	27.4	17.1	18.3	
604	3504	Trips	64	-	-	41	951	737	707	668	3,445
604	3504	Percent	2.0	-	-	1.3	30.0	23.3	22.3	21.1	
605	3505	Trips	99	36	-	135	670	549	585	509	2,652
605	3505	Percent	3.8	1.4	-	5.2	25.9	21.2	22.7	19.7	
606	3506	Trips	643	-	-	754	1,891	2,383	1,151	2,389	9,786
606	3506	Percent	7.0	-	-	8.2	20.5	25.9	12.5	25.9	
607	3507	Trips	188	140	-	182	1,171	780	868	741	4,188
607	3507	Percent	4.6	3.4	-	4.5	28.8	19.2	21.3	18.2	
608	3508	Trips	110	-	-	48	1,108	1,101	706	785	3,985
608	3508	Percent	2.9	-	-	1.2	28.7	28.5	18.3	20.4	
609	3509	Trips	86	-	-	37	718	953	371	839	3,169
609	3509	Percent	2.9	-	-	1.2	23.9	31.7	12.3	27.9	
610	3510	Trips	681	182	-	382	2,239	2,515	1,391	2,792	12,047
610	3510	Percent	6.7	1.8	-	3.8	22.0	24.7	13.7	27.4	
611	3511	Trips	449	13	-	118	1,000	1,197	848	1,206	5,036
611	3511	Percent	9.3	0.3	-	2.4	20.7	24.8	17.6	25.0	
612	3512	Trips	74	-	-	56	640	617	408	906	2,773
612	3512	Percent	2.8	-	-	2.1	23.7	22.9	15.1	33.6	
613	3513	Trips	42	-	-	27	203	188	128	185	774
613	3513	Percent	5.5	-	-	3.5	26.3	24.2	16.5	24.0	
614	3514	Trips	160	-	-	231	1,441	1,400	1,004	1,429	5,961
614	3514	Percent	2.8	-	-	4.1	25.4	24.7	17.7	25.2	
615	3515	Trips	657	228	-	698	1,586	1,570	1,040	1,804	7,950
615	3515	Percent	8.7	3.0	-	9.2	20.9	20.7	13.7	23.8	
616	3516	Trips	663	430	-	1,243	2,224	2,161	1,427	2,581	12,275
616	3516	Percent	6.2	4.0	-	11.6	20.7	20.1	13.3	24.1	
617	3517	Trips	13	10	12	23	29	51	31	41	219
617	3517	Percent	6.4	4.8	5.8	10.9	13.8	24.0	14.9	19.5	
618	3518	Trips	155	54	-	218	768	639	484	831	3,208
618	3518	Percent	4.9	1.7	-	6.9	24.4	20.3	15.4	26.4	
619	3519	Trips	148	-	-	378	1,965	1,591	822	2,087	7,426
619	3519	Percent	2.1	-	-	5.4	28.1	22.8	11.8	29.9	
620	3520	Trips	101	-	-	236	1,860	2,343	1,013	2,177	8,233
620	3520	Percent	1.3	-	-	3.1	24.1	30.3	13.1	28.2	
621	3521	Trips	349	-	81	272	1,070	1,011	417	959	4,287
621	3521	Percent	8.4	-	1.9	6.6	25.7	24.3	10.0	23.1	
622	3522	Trips	552	-	-	687	1,638	2,319	1,127	2,032	8,893
622	3522	Percent	6.6	-	-	8.2	19.6	27.8	13.5	24.3	
623	3523	Trips	475	123	70	728	1,143	1,694	801	1,023	6,274
623	3523	Percent	7.8	2.0	1.2	12.0	18.9	28.0	13.2	16.9	
624	3524	Trips	1,356	409	98	912	2,505	3,276	2,354	2,063	13,940
624	3524	Percent	10.5	3.2	0.8	7.0	19.3	25.3	18.1	15.9	

APPENDIX G: Signal Timing Plans

SIGNAL OPERATING PLAN

N

Timing Phases	Direction / Head No.	EB 1/6	EB 6	EB 6R	WB 5/2	WB 2	WB 2R	SB 3/8	SB 8	SB 8R	NB 7/4	NB 4	Ped Heads P2	P4	P6	P8	Movements/Display/Actuation
(1+5) E/WLT JFK BLVD (Actuated)	Dwell	R/<G	R	R	R/<G	R	R	R	R	R/G>	R	R	DW	DW	DW	DW	
	Clear To (1+6)	R/<G	R	R	R/<Y	R	R	R	R	R/G>	R	R	DW	DW	DW	DW	
	Clear To (2+5)	R/<Y	R	R	R/<G	R	R	R	R	R/Y>	R	R	DW	DW	DW	DW	
	Clear To (2+6)	R/<Y	R	R	R/<Y	R	R	R	R	R/Y>	R	R	DW	DW	DW	DW	
(1+6) EB JFK BLVD (Actuated)	Dwell	<G/R	G	G	R	R	R	R	R	R/G>	R	R	D/W	D/W	W/F	D/W	
	Clear To (2+6)	<Y/R	G	G	R	R	R	R	R	R/Y>	R	R	D/W	D/W	D/W	D/W	
(2+5) WB JFK BLVD (Actuated)	Dwell	R	R	R	<G/G	G	G	R	R	R	R	R	W/F	D/W	D/W	D/W	
	Clear To (2+6)	R	R	R	<Y/G	G	G	R	R	R	R	R	W/F	D/W	D/W	D/W	
(2+6) E/WB JFK BLVD (Actuated)	Dwell	G	G	G	G	G	R	R	R	R	R	R	W/F	D/W	W/F	D/W	
	Clear To 3	Y	Y	Y	Y	Y	Y	R	R	R	R	R	D/W	D/W	D/W	D/W	
	Clear To 4	Y	Y	Y	Y	Y	Y	R	R	R	R	R	D/W	D/W	D/W	D/W	
3 SB TREASURE DR (Actuated)	Dwell	R	R	R/R	R	R	R/G>	R/<G	G	G	R/R	R	D/W	D/W	D/W	W/F	
	Clear To 4	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
	Clear To (1+5)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
	Clear To (1+6)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
	Clear To (2+5)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
	Clear To (2+6)	R	R	R/R	R	R	R/Y>	R/<Y	Y	Y	R/R	R	D/W	D/W	D/W	D/W	
4 NB TREASURE DR (Actuated)	Dwell	R	R	R/G>	R	R	R	R	R	R	<G/G	G	D/W	W/F	D/W	D/W	
	Clear To (1+5)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
	Clear To (1+6)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
	Clear To (2+5)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
	Clear To (2+6)	R	R	R/Y>	R	R	R	R	R	R	<Y/Y	Y	D/W	D/W	D/W	D/W	
Flashing Operation		FY	FY	FY	FY	FY	FY	FR	FR	FR	FR	FR					Page 1 of 1

Miami-Dade County Public Works Department

Drawn	Date			
Carlos Espinoza	8/14/2020	J.F. Kennedy BLVD & Harbor Island Dr		
Checked	Date	Placed in Service	Phasing No.	Asset Number
	9/4/2020	Date / By	9	3015

TOD Schedule Report

for 3015: Harbor Dr&J. F. Kennedy Blvd

Print Date: 10/4/2021

Print Time: 3:59 PM

Asset	Intersection	TOD Schedule	Op Mode	Plan #	Cycle	Offset	TOD Setting	Active PhaseBank	Active Maximum
3015	Harbor Dr&J. F. Kennedy Blvd	DOW-2	TOD	N/A	0	0	N/A	0	Max 0

Splits

PH 1	PH 2	PH 3	PH 4	PH 5	PH 6	PH 7	PH 8
EBL	WBT	SBT	NBT	WBL	EBT	-	-
0	0	0	0	0	0	0	0



Active Phase Bank: Phase Bank 1

Phase	Walk Phase Bank 1	Walk Phase Bank 2	Walk Phase Bank 3	Don't Walk Phase Bank 1	Don't Walk Phase Bank 2	Don't Walk Phase Bank 3	Min Initial Phase Bank 1	Min Initial Phase Bank 2	Min Initial Phase Bank 3	Veh Ext Phase Bank 1	Veh Ext Phase Bank 2	Veh Ext Phase Bank 3	Max Limit Phase Bank 1	Max Limit Phase Bank 2	Max Limit Phase Bank 3	Max 2 Phase Bank 1	Max 2 Phase Bank 2	Max 2 Phase Bank 3	Yellow	Red
1 EBL	0	0	0	0	0	0	5	5	5	2	2	2	20	15	6	20	15	6	3.7	3.3
2 WBT	4	4	4	36	36	36	4	4	4	1	1	1	100	50	45	0	75	45	4	3.3
3 SBT	4	4	4	24	24	24	7	7	7	2.5	2.5	2.5	20	16	12	60	16	10	4	3.7
4 NBT	4	4	4	24	24	24	10	10	10	4	4	4	20	16	10	60	16	8	4	3.7
5 WBL	0	0	0	0	0	0	5	5	5	2	2	2	20	15	6	20	15	6	3.7	3.3
6 EBT	4	4	4	36	36	36	4	4	4	1	1	1	100	50	45	0	75	45	4	3.3
7 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8 -	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Last In Service Date: unknown

Permitted Phases

	12345678
Default	123456--
External Permit 0	--------
External Permit 1	-234-6--
External Permit 2	-234-6--

TOD Schedule Report

for 3015: Harbor Dr&J. F. Kennedy Blvd

Print Date: 10/4/2021

Print Time: 3:59 PM

Current TOD Schedule	Plan	Cycle	Green Time 1 EBL	2 WBT	3 SBT	4 NBT	5 WBL	6 EBT	7 -	8 -	Ring Offset	Offset
	1	120	10	48	16	16	10	48	0	0	0	14
	2	110	7	53	10	10	7	53	0	0	0	76
	3	110	12	47	11	10	8	51	0	0	0	62
	4	150	9	48	35	28	14	43	0	0	0	106
	5	100	5	45	10	10	5	45	0	0	0	14
	6	100	8	42	9	11	6	44	0	0	0	14
	8	150	9	55	28	28	11	53	0	0	0	102
	9	150	9	55	28	28	11	53	0	0	0	97
	11	140	6	47	29	28	10	43	0	0	0	5
	12	110	8	34	29	9	8	34	0	0	0	101
	15	130	8	54	29	9	8	54	0	0	0	58
	23	90	5	20	27	8	5	20	0	0	0	10

Local TOD Schedule

Time	Plan	DOW
0000	Free	Su M T W Th F S
0600	4	M T W Th F
0800	4	Su S
1330	8	M T W Th F
1530	9	M T W Th F
2000	11	Su S
2200	11	M T W Th F

Current Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

Local Time of Day Function

Time	Function	Settings *	Day of Week
0000	TOD OUTPUTS	--------	SuM T W ThF S

*** Settings**

Blank - FREE - Phase Bank 1, Max 1
Blank - Plan - Phase Bank 1, Max 2
1 - Phase Bank 2, Max 1
2 - Phase Bank 2, Max 2
3 - Phase Bank 3, Max 1
4 - Phase Bank 3, Max 2
5 - EXTERNAL PERMIT 1
6 - EXTERNAL PERMIT 2
7 - X-PED OMIT
8 - TBA

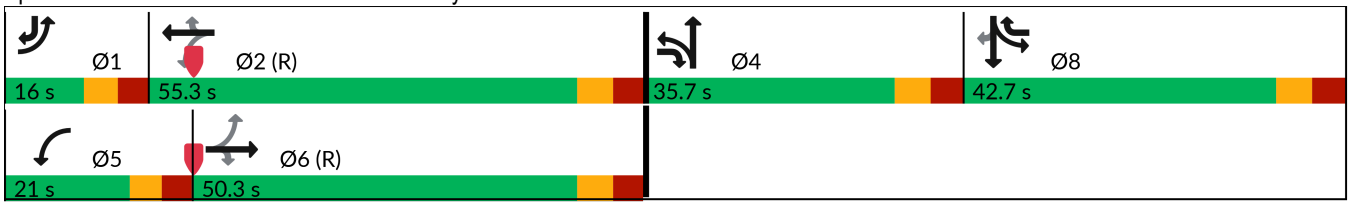
No Calendar Defined/Enabled

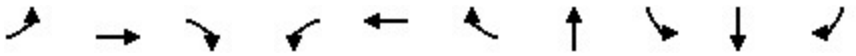
APPENDIX H: Synchro Reports

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	119	1779	29	16	1331	74	2	146	3	226
Future Volume (vph)	119	1779	29	16	1331	74	2	146	3	226
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	50.3	35.7	21.0	55.3	42.7	35.7	42.7	42.7	16.0
Total Split (%)	10.7%	33.6%	23.8%	14.0%	36.9%	28.5%	23.8%	28.5%	28.5%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	107.8	102.5	112.3	92.5	87.1	99.5	10.2	12.8	12.8	27.0
Actuated g/C Ratio	0.72	0.68	0.75	0.62	0.58	0.66	0.07	0.09	0.09	0.18
v/c Ratio	0.45	0.55	0.03	0.10	0.48	0.08	0.28	0.62	0.62	0.54
Control Delay (s/veh)	12.3	14.9	0.0	10.6	20.8	1.1	49.0	83.6	83.3	8.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	12.3	14.9	0.0	10.6	20.8	1.1	49.0	83.6	83.3	8.6
LOS	B	B	A	B	C	A	D	F	F	A
Approach Delay (s/veh)		14.5			19.6		49.0		38.4	
Approach LOS		B			B		D		D	

Intersection Summary	
Cycle Length: 149.7	
Actuated Cycle Length: 149.7	
Offset: 5 (3%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.62	
Intersection Signal Delay (s/veh): 19.6	Intersection LOS: B
Intersection Capacity Utilization 78.2%	ICU Level of Service D
Analysis Period (min) 15	

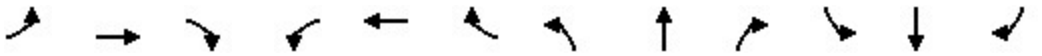
Splits and Phases: 1: 79th St JFK Causeway & Harbor Island Dr





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	140	1873	31	17	1401	78	69	89	89	269
v/c Ratio	0.45	0.55	0.03	0.10	0.48	0.08	0.28	0.62	0.62	0.54
Control Delay (s/veh)	12.3	14.9	0.0	10.6	20.8	1.1	49.0	83.6	83.3	8.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	12.3	14.9	0.0	10.6	20.8	1.1	49.0	83.6	83.3	8.6
Queue Length 50th (ft)	41	302	0	5	298	0	23	89	89	0
Queue Length 95th (ft)	71	497	0	15	396	9	47	138	138	49
Internal Link Dist (ft)		715			708		143		84	
Turn Bay Length (ft)	150		125	175		125				
Base Capacity (vph)	314	3398	1254	269	2912	1230	635	393	395	503
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.45	0.55	0.02	0.06	0.48	0.06	0.11	0.23	0.23	0.53

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	119	1779	29	16	1331	74	39	2	19	146	3	226
Future Volume (veh/h)	119	1779	29	16	1331	74	39	2	19	146	3	226
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.96	1.00		0.97	1.00		0.96	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1841	1900	1856	1811	1900	1900	1900	1870	1900	1870
Adj Flow Rate, veh/h	140	1873	31	17	1401	78	45	2	22	177	0	269
Peak Hour Factor	0.85	0.95	0.95	0.95	0.95	0.95	0.86	0.86	0.86	0.84	0.84	0.84
Percent Heavy Veh, %	2	4	4	0	3	6	0	0	0	2	0	2
Cap, veh/h	242	2590	907	133	2429	994	161	12	128	644	0	365
Arrive On Green	0.05	0.52	0.52	0.02	0.48	0.48	0.09	0.09	0.09	0.18	0.00	0.18
Sat Flow, veh/h	1781	5025	1490	1810	5066	1495	1810	131	1443	3563	0	1556
Grp Volume(v), veh/h	140	1873	31	17	1401	78	45	0	24	177	0	269
Grp Sat Flow(s),veh/h/ln	1781	1675	1490	1810	1689	1495	1810	0	1574	1781	0	1556
Q Serve(g_s), s	5.9	43.2	1.3	0.7	29.9	2.8	3.5	0.0	2.1	6.4	0.0	24.0
Cycle Q Clear(g_c), s	5.9	43.2	1.3	0.7	29.9	2.8	3.5	0.0	2.1	6.4	0.0	24.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.92	1.00		1.00
Lane Grp Cap(c), veh/h	242	2590	907	133	2429	994	161	0	140	644	0	365
V/C Ratio(X)	0.58	0.72	0.03	0.13	0.58	0.08	0.28	0.00	0.17	0.27	0.00	0.74
Avail Cap(c_a), veh/h	255	2590	907	272	2429	994	338	0	294	831	0	447
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	22.6	28.1	12.0	24.3	28.1	9.1	63.9	0.0	63.2	52.9	0.0	53.2
Incr Delay (d2), s/veh	1.7	1.8	0.1	0.2	1.0	0.2	1.3	0.0	0.8	0.2	0.0	4.4
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.6	17.7	0.6	0.3	12.4	1.6	1.7	0.0	0.9	2.9	0.0	10.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	24.3	29.9	12.1	24.5	29.1	9.3	65.2	0.0	64.1	53.1	0.0	57.6
LnGrp LOS	C	C	B	C	C	A	E		E	D		E
Approach Vol, veh/h		2044			1496			69			446	
Approach Delay, s/veh		29.2			28.0			64.8			55.8	
Approach LOS		C			C			E			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	14.9	79.2		21.0	9.5	84.6		34.8				
Change Period (Y+Rc), s	7.0	7.3		7.7	7.0	7.3		7.7				
Max Green Setting (Gmax), s	9.0	48.0		28.0	14.0	43.0		35.0				
Max Q Clear Time (g_c+I1), s	7.9	31.9		5.5	2.7	45.2		26.0				
Green Ext Time (p_c), s	0.0	4.3		0.4	0.0	0.0		0.9				

Intersection Summary		
HCM 7th Control Delay, s/veh	32.3	
HCM 7th LOS	C	

Notes

User approved volume balancing among the lanes for turning movement.

Intersection	
Intersection Delay, s/veh	10.5
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	4	11	174	119	10	3	84	36	70	2	93	1
Future Vol, veh/h	4	11	174	119	10	3	84	36	70	2	93	1
Peak Hour Factor	0.79	0.79	0.79	0.84	0.84	0.84	0.82	0.82	0.82	0.71	0.71	0.71
Heavy Vehicles, %	0	0	1	4	0	0	1	6	8	0	0	0
Mvmt Flow	5	14	220	142	12	4	102	44	85	3	131	1
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

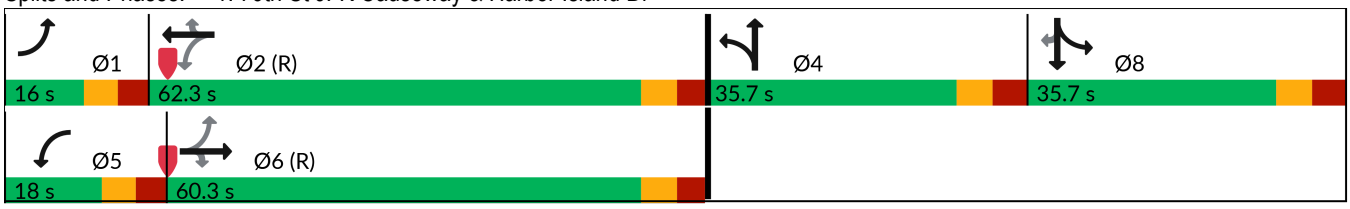
Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	11.1	11	10.2	9.5
HCM LOS	B	B	B	A

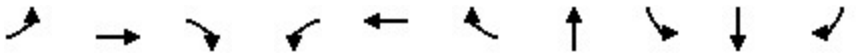
Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	70%	0%	2%	100%	0%	4%	0%
Vol Thru, %	30%	0%	6%	0%	77%	96%	98%
Vol Right, %	0%	100%	92%	0%	23%	0%	2%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	120	70	189	119	13	49	48
LT Vol	84	0	4	119	0	2	0
Through Vol	36	0	11	0	10	47	47
RT Vol	0	70	174	0	3	0	1
Lane Flow Rate	146	85	239	142	15	68	67
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.253	0.124	0.35	0.253	0.024	0.114	0.111
Departure Headway (Hd)	6.224	5.247	5.265	6.435	5.698	6.017	5.981
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	578	684	684	560	629	596	600
Service Time	3.951	2.974	3.289	4.162	3.425	3.748	3.712
HCM Lane V/C Ratio	0.253	0.124	0.349	0.254	0.024	0.114	0.112
HCM Control Delay, s/veh	11.1	8.7	11.1	11.3	8.6	9.5	9.5
HCM Lane LOS	B	A	B	B	A	A	A
HCM 95th-tile Q	1	0.4	1.6	1	0.1	0.4	0.4

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	172	1382	36	26	1931	117	4	80	5	158
Future Volume (vph)	172	1382	36	26	1931	117	4	80	5	158
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	NA	Split	NA	Perm
Protected Phases	1	6		5	2		4	8	8	
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	6	5	2	2	4	8	8	8
Switch Phase										
Minimum Initial (s)	5.0	4.0	4.0	5.0	4.0	4.0	10.0	7.0	7.0	7.0
Minimum Split (s)	12.0	47.3	47.3	12.0	47.3	47.3	35.7	35.7	35.7	35.7
Total Split (s)	16.0	60.3	60.3	18.0	62.3	62.3	35.7	35.7	35.7	35.7
Total Split (%)	10.7%	40.3%	40.3%	12.0%	41.6%	41.6%	23.8%	23.8%	23.8%	23.8%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	3.3	3.3	3.3	3.3	3.3	3.3	3.7	3.7	3.7	3.7
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.3	7.0	7.3	7.3	7.7	7.7	7.7	7.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?										
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None	None	None
Act Effct Green (s)	110.8	102.9	102.9	87.7	82.0	82.0	10.1	10.0	10.0	10.0
Actuated g/C Ratio	0.74	0.69	0.69	0.59	0.55	0.55	0.07	0.07	0.07	0.07
v/c Ratio	0.60	0.42	0.04	0.12	0.73	0.14	0.24	0.46	0.45	0.68
Control Delay (s/veh)	43.7	12.5	0.1	9.8	28.8	2.2	53.4	79.2	78.9	21.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	43.7	12.5	0.1	9.8	28.8	2.2	53.4	79.2	78.9	21.0
LOS	D	B	A	A	C	A	D	E	E	C
Approach Delay (s/veh)		15.6			27.0		53.4		41.4	
Approach LOS		B			C		D		D	

Intersection Summary	
Cycle Length: 149.7	
Actuated Cycle Length: 149.7	
Offset: 99 (66%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.73	
Intersection Signal Delay (s/veh): 23.8	Intersection LOS: C
Intersection Capacity Utilization 79.2%	ICU Level of Service D
Analysis Period (min) 15	

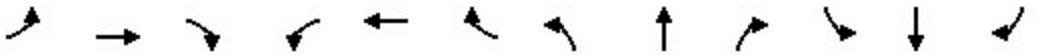
Splits and Phases: 1: 79th St JFK Causeway & Harbor Island Dr





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	185	1486	39	27	2011	122	57	52	52	193
v/c Ratio	0.60	0.42	0.04	0.12	0.73	0.14	0.24	0.46	0.45	0.68
Control Delay (s/veh)	43.7	12.5	0.1	9.8	28.8	2.2	53.4	79.2	78.9	21.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	43.7	12.5	0.1	9.8	28.8	2.2	53.4	79.2	78.9	21.0
Queue Length 50th (ft)	118	257	0	7	539	0	21	52	52	0
Queue Length 95th (ft)	207	330	0	18	670	25	34	89	89	53
Internal Link Dist (ft)		715			708		143		84	
Turn Bay Length (ft)	150		125	175		125				
Base Capacity (vph)	310	3512	1105	293	2745	902	622	320	323	444
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.60	0.42	0.04	0.09	0.73	0.14	0.09	0.16	0.16	0.43

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	172	1382	36	26	1931	117	26	4	10	80	5	158
Future Volume (veh/h)	172	1382	36	26	1931	117	26	4	10	80	5	158
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.98	1.00		0.96	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1885	1900	1841	1856	1856	1841	1900	1900	1900	1900	1856
Adj Flow Rate, veh/h	185	1486	39	27	2011	122	37	6	14	102	0	193
Peak Hour Factor	0.93	0.93	0.93	0.96	0.96	0.96	0.71	0.71	0.71	0.82	0.82	0.82
Percent Heavy Veh, %	0	1	0	4	3	3	4	0	0	0	0	3
Cap, veh/h	198	2900	878	217	2664	809	132	36	84	517	0	222
Arrive On Green	0.06	0.56	0.56	0.02	0.53	0.53	0.07	0.07	0.07	0.14	0.00	0.14
Sat Flow, veh/h	1810	5147	1558	1753	5066	1538	1810	492	1148	3619	0	1556
Grp Volume(v), veh/h	185	1486	39	27	2011	122	37	0	20	102	0	193
Grp Sat Flow(s),veh/h/ln	1810	1716	1558	1753	1689	1538	1810	0	1640	1810	0	1556
Q Serve(g_s), s	7.8	26.6	1.7	1.1	46.8	6.1	2.9	0.0	1.7	3.7	0.0	18.2
Cycle Q Clear(g_c), s	7.8	26.6	1.7	1.1	46.8	6.1	2.9	0.0	1.7	3.7	0.0	18.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.70	1.00		1.00
Lane Grp Cap(c), veh/h	198	2900	878	217	2664	809	132	0	120	517	0	222
V/C Ratio(X)	0.94	0.51	0.04	0.12	0.75	0.15	0.28	0.00	0.17	0.20	0.00	0.87
Avail Cap(c_a), veh/h	198	2900	878	306	2664	809	338	0	306	676	0	290
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	34.9	20.1	14.7	17.1	28.0	18.3	65.8	0.0	65.2	56.7	0.0	62.9
Incr Delay (d2), s/veh	45.6	0.7	0.1	0.1	2.0	0.4	1.6	0.0	0.9	0.1	0.0	17.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.1	10.8	0.6	0.4	19.3	2.3	1.4	0.0	0.8	1.7	0.0	8.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	80.5	20.7	14.8	17.2	30.0	18.7	67.4	0.0	66.1	56.8	0.0	80.8
LnGrp LOS	F	C	B	B	C	B	E		E	E		F
Approach Vol, veh/h		1710			2160			57			295	
Approach Delay, s/veh		27.1			29.2			66.9			72.5	
Approach LOS		C			C			E			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.0	86.2		18.7	10.4	91.8		29.1				
Change Period (Y+Rc), s	7.0	7.3		7.7	7.0	7.3		7.7				
Max Green Setting (Gmax), s	9.0	55.0		28.0	11.0	53.0		28.0				
Max Q Clear Time (g_c+I1), s	9.8	48.8		4.9	3.1	28.6		20.2				
Green Ext Time (p_c), s	0.0	3.8		0.3	0.0	5.1		0.5				

Intersection Summary												
HCM 7th Control Delay, s/veh			31.9									
HCM 7th LOS			C									

Notes

User approved volume balancing among the lanes for turning movement.

Intersection	
Intersection Delay, s/veh	10.9
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	5	126	95	11	12	159	72	96	8	46	1
Future Vol, veh/h	3	5	126	95	11	12	159	72	96	8	46	1
Peak Hour Factor	0.94	0.94	0.94	0.84	0.84	0.84	0.81	0.81	0.81	0.89	0.89	0.89
Heavy Vehicles, %	0	0	1	2	0	0	1	0	0	0	0	0
Mvmt Flow	3	5	134	113	13	14	196	89	119	9	52	1
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

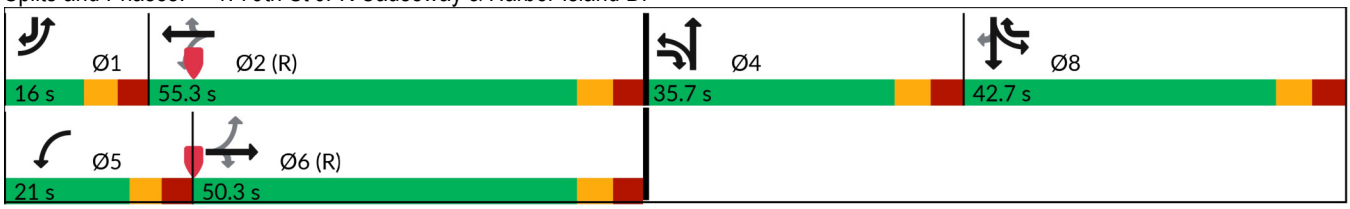
Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	9.8	10.4	11.8	9
HCM LOS	A	B	B	A

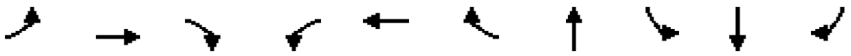
Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	69%	0%	2%	100%	0%	26%	0%
Vol Thru, %	31%	0%	4%	0%	48%	74%	96%
Vol Right, %	0%	100%	94%	0%	52%	0%	4%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	231	96	134	95	23	31	24
LT Vol	159	0	3	95	0	8	0
Through Vol	72	0	5	0	11	23	23
RT Vol	0	96	126	0	12	0	1
Lane Flow Rate	285	119	143	113	27	35	27
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.452	0.153	0.21	0.204	0.042	0.058	0.044
Departure Headway (Hd)	5.712	4.643	5.405	6.485	5.577	5.995	5.834
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	625	763	669	556	646	600	617
Service Time	3.501	2.431	3.405	4.185	3.277	3.701	3.541
HCM Lane V/C Ratio	0.456	0.156	0.214	0.203	0.042	0.058	0.044
HCM Control Delay, s/veh	13.2	8.3	9.8	10.8	8.5	9.1	8.8
HCM Lane LOS	B	A	A	B	A	A	A
HCM 95th-tile Q	2.3	0.5	0.8	0.8	0.1	0.2	0.1

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	208	2191	31	17	1737	101	2	189	3	333
Future Volume (vph)	208	2191	31	17	1737	101	2	189	3	333
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	50.3	35.7	21.0	55.3	42.7	35.7	42.7	42.7	16.0
Total Split (%)	10.7%	33.6%	23.8%	14.0%	36.9%	28.5%	23.8%	28.5%	28.5%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	101.8	94.0	103.9	71.3	65.7	80.6	10.2	15.3	15.3	44.7
Actuated g/C Ratio	0.68	0.63	0.69	0.48	0.44	0.54	0.07	0.10	0.10	0.30
v/c Ratio	0.56	0.74	0.03	0.16	0.83	0.13	0.30	0.67	0.66	0.58
Control Delay (s/veh)	41.1	23.0	0.1	15.5	41.3	2.6	49.3	82.8	82.0	12.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	41.1	23.0	0.1	15.5	41.3	2.6	49.3	82.8	82.0	12.4
LOS	D	C	A	B	D	A	D	F	F	B
Approach Delay (s/veh)		24.3			38.9		49.3		38.1	
Approach LOS		C			D		D		D	

Intersection Summary	
Cycle Length: 149.7	
Actuated Cycle Length: 149.7	
Offset: 5 (3%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.83	
Intersection Signal Delay (s/veh): 31.8	Intersection LOS: C
Intersection Capacity Utilization 85.1%	ICU Level of Service E
Analysis Period (min) 15	

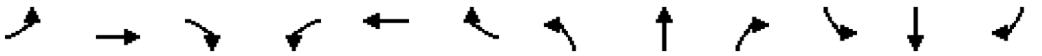
Splits and Phases: 1: 79th St JFK Causeway & Harbor Island Dr





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	219	2306	33	18	1828	106	74	115	114	396
v/c Ratio	0.56	0.74	0.03	0.16	0.83	0.13	0.30	0.67	0.66	0.58
Control Delay (s/veh)	41.1	23.0	0.1	15.5	41.3	2.6	49.3	82.8	82.0	12.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	41.1	23.0	0.1	15.5	41.3	2.6	49.3	82.8	82.0	12.4
Queue Length 50th (ft)	143	589	0	5	543	5	25	115	114	62
Queue Length 95th (ft)	243	756	0	17	671	21	50	168	166	121
Internal Link Dist (ft)		715			708		143		84	
Turn Bay Length (ft)	150		125	175		125				
Base Capacity (vph)	389	3116	1201	219	2199	1038	637	393	394	684
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.56	0.74	0.03	0.08	0.83	0.10	0.12	0.29	0.29	0.58

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	208	2191	31	17	1737	101	42	2	20	189	3	333
Future Volume (veh/h)	208	2191	31	17	1737	101	42	2	20	189	3	333
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.95	1.00		0.97	1.00		0.96	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1841	1900	1856	1811	1900	1900	1900	1870	1900	1870
Adj Flow Rate, veh/h	219	2306	33	18	1828	106	49	2	23	228	0	396
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.86	0.86	0.86	0.84	0.84	0.84
Percent Heavy Veh, %	2	4	4	0	3	6	0	0	0	2	0	2
Cap, veh/h	176	2321	825	81	2125	984	162	11	129	831	0	460
Arrive On Green	0.06	0.46	0.46	0.02	0.42	0.42	0.09	0.09	0.09	0.23	0.00	0.23
Sat Flow, veh/h	1781	5025	1486	1810	5066	1492	1810	126	1448	3563	0	1563
Grp Volume(v), veh/h	219	2306	33	18	1828	106	49	0	25	228	0	396
Grp Sat Flow(s),veh/h/ln	1781	1675	1486	1810	1689	1492	1810	0	1574	1781	0	1563
Q Serve(g_s), s	9.0	68.5	1.5	0.8	49.2	4.0	3.8	0.0	2.2	7.9	0.0	35.0
Cycle Q Clear(g_c), s	9.0	68.5	1.5	0.8	49.2	4.0	3.8	0.0	2.2	7.9	0.0	35.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.92	1.00		1.00
Lane Grp Cap(c), veh/h	176	2321	825	81	2125	984	162	0	140	831	0	460
V/C Ratio(X)	1.24	0.99	0.04	0.22	0.86	0.11	0.30	0.00	0.18	0.27	0.00	0.86
Avail Cap(c_a), veh/h	176	2321	825	218	2125	984	338	0	294	831	0	460
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	37.8	40.1	15.5	37.2	39.6	9.7	63.9	0.0	63.2	47.1	0.0	50.2
Incr Delay (d2), s/veh	148.8	17.3	0.1	0.5	4.8	0.2	1.5	0.0	0.9	0.1	0.0	15.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	11.2	31.5	0.7	0.4	21.3	2.5	1.8	0.0	0.9	3.6	0.0	16.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	186.6	57.4	15.5	37.7	44.4	10.0	65.4	0.0	64.1	47.2	0.0	65.2
LnGrp LOS	F	E	B	D	D	A	E		E	D		E
Approach Vol, veh/h		2558			1952			74			624	
Approach Delay, s/veh		67.9			42.5			65.0			58.6	
Approach LOS		E			D			E			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.0	70.2		21.1	9.6	76.6		42.7				
Change Period (Y+Rc), s	7.0	7.3		7.7	7.0	7.3		7.7				
Max Green Setting (Gmax), s	9.0	48.0		28.0	14.0	43.0		35.0				
Max Q Clear Time (g_c+I1), s	11.0	51.2		5.8	2.8	70.5		37.0				
Green Ext Time (p_c), s	0.0	0.0		0.5	0.0	0.0		0.0				

Intersection Summary		
HCM 7th Control Delay, s/veh	57.2	
HCM 7th LOS	E	

Notes

User approved volume balancing among the lanes for turning movement.

Intersection	
Intersection Delay, s/veh	15.2
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	4	13	238	200	13	3	167	38	101	2	99	1
Future Vol, veh/h	4	13	238	200	13	3	167	38	101	2	99	1
Peak Hour Factor	0.79	0.79	0.79	0.84	0.84	0.84	0.82	0.82	0.82	0.71	0.71	0.71
Heavy Vehicles, %	0	0	1	4	0	0	1	6	8	0	0	0
Mvmt Flow	5	16	301	238	15	4	204	46	123	3	139	1
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	16.6	16.3	14.7	11.2
HCM LOS	C	C	B	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	81%	0%	2%	100%	0%	4%	0%
Vol Thru, %	19%	0%	5%	0%	81%	96%	98%
Vol Right, %	0%	100%	93%	0%	19%	0%	2%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	205	101	255	200	16	52	51
LT Vol	167	0	4	200	0	2	0
Through Vol	38	0	13	0	13	50	50
RT Vol	0	101	238	0	3	0	1
Lane Flow Rate	250	123	323	238	19	73	71
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.498	0.206	0.554	0.486	0.035	0.146	0.142
Departure Headway (Hd)	7.174	6.158	6.183	7.348	6.636	7.239	7.204
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	503	586	584	493	541	495	498
Service Time	4.903	3.858	4.204	5.072	4.359	4.979	4.945
HCM Lane V/C Ratio	0.497	0.21	0.553	0.483	0.035	0.147	0.143
HCM Control Delay, s/veh	16.8	10.4	16.6	16.8	9.6	11.2	11.1
HCM Lane LOS	C	B	C	C	A	B	B
HCM 95th-tile Q	2.7	0.8	3.4	2.6	0.1	0.5	0.5

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	0	113	0	0	223
Future Vol, veh/h	0	0	113	0	0	223
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	123	0	0	242

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	365	123	0	0	123	0
Stage 1	123	-	-	-	-	-
Stage 2	242	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	634	928	-	-	1464	-
Stage 1	903	-	-	-	-	-
Stage 2	798	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	634	928	-	-	1464	-
Mov Cap-2 Maneuver	634	-	-	-	-	-
Stage 1	903	-	-	-	-	-
Stage 2	798	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	-	1464	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Ctrl Dly (s/v)	-	-	0	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	-	0	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	0	118	0	0	233
Future Vol, veh/h	0	0	118	0	0	233
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	128	0	0	253

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	382	128	0	0	128	0
Stage 1	128	-	-	-	-	-
Stage 2	253	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	621	922	-	-	1458	-
Stage 1	898	-	-	-	-	-
Stage 2	789	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	621	922	-	-	1458	-
Mov Cap-2 Maneuver	621	-	-	-	-	-
Stage 1	898	-	-	-	-	-
Stage 2	789	-	-	-	-	-

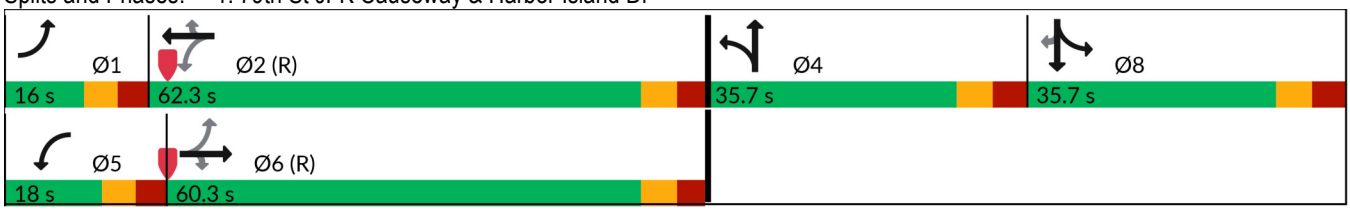
Approach	WB	NB	SB
HCM Ctrl Dly, s/v	0	0	0
HCM LOS	A		

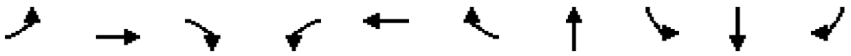
Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	-	1458	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Ctrl Dly (s/v)	-	-	0	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	-	0	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	273	1864	38	28	2399	151	4	112	5	246
Future Volume (vph)	273	1864	38	28	2399	151	4	112	5	246
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	NA	Split	NA	Perm
Protected Phases	1	6		5	2		4	8	8	
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	6	5	2	2	4	8	8	8
Switch Phase										
Minimum Initial (s)	5.0	4.0	4.0	5.0	4.0	4.0	10.0	7.0	7.0	7.0
Minimum Split (s)	12.0	47.3	47.3	12.0	47.3	47.3	35.7	35.7	35.7	35.7
Total Split (s)	16.0	60.3	60.3	18.0	62.3	62.3	35.7	35.7	35.7	35.7
Total Split (%)	10.7%	40.3%	40.3%	12.0%	41.6%	41.6%	23.8%	23.8%	23.8%	23.8%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	3.3	3.3	3.3	3.3	3.3	3.3	3.7	3.7	3.7	3.7
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.3	7.0	7.3	7.3	7.7	7.7	7.7	7.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?										
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None	None	None
Act Effct Green (s)	108.5	100.5	100.5	65.3	59.5	59.5	10.1	12.2	12.2	12.2
Actuated g/C Ratio	0.72	0.67	0.67	0.44	0.40	0.40	0.07	0.08	0.08	0.08
v/c Ratio	0.53	0.58	0.04	0.22	1.25	0.23	0.26	0.51	0.51	0.75
Control Delay (s/veh)	37.5	16.7	0.1	17.4	154.4	6.5	53.2	77.1	77.3	18.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	37.5	16.7	0.1	17.4	154.4	6.5	53.2	77.1	77.3	18.5
LOS	D	B	A	B	F	A	D	E	E	B
Approach Delay (s/veh)		19.0			144.2		53.2		37.5	
Approach LOS		B			F		D		D	

Intersection Summary	
Cycle Length: 149.7	
Actuated Cycle Length: 149.7	
Offset: 99 (66%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.25	
Intersection Signal Delay (s/veh): 81.7	Intersection LOS: F
Intersection Capacity Utilization 92.8%	ICU Level of Service F
Analysis Period (min) 15	

Splits and Phases: 1: 79th St JFK Causeway & Harbor Island Dr



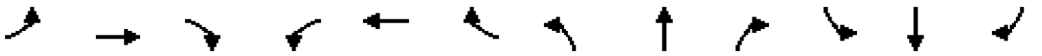


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	294	2004	41	29	2499	157	60	71	72	300
v/c Ratio	0.53	0.58	0.04	0.22	1.25	0.23	0.26	0.51	0.51	0.75
Control Delay (s/veh)	37.5	16.7	0.1	17.4	154.4	6.5	53.2	77.1	77.3	18.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	37.5	16.7	0.1	17.4	154.4	6.5	53.2	77.1	77.3	18.5
Queue Length 50th (ft)	197	419	0	8	~1056	9	22	71	72	0
Queue Length 95th (ft)	317	562	0	22	#1224	58	35	110	111	55
Internal Link Dist (ft)		715			708		143		84	
Turn Bay Length (ft)	150		125	175		125				
Base Capacity (vph)	553	3430	1083	196	2002	693	622	320	322	531
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.53	0.58	0.04	0.15	1.25	0.23	0.10	0.22	0.22	0.56

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	273	1864	38	28	2399	151	28	4	11	112	5	246
Future Volume (veh/h)	273	1864	38	28	2399	151	28	4	11	112	5	246
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.98	1.00		0.96	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1885	1900	1841	1856	1856	1841	1900	1900	1900	1900	1856
Adj Flow Rate, veh/h	294	2004	41	29	2499	157	39	6	15	141	0	300
Peak Hour Factor	0.93	0.93	0.93	0.96	0.96	0.96	0.71	0.71	0.71	0.82	0.82	0.82
Percent Heavy Veh, %	0	1	0	4	3	3	4	0	0	0	0	3
Cap, veh/h	157	2666	807	132	2439	740	134	35	86	676	0	291
Arrive On Green	0.06	0.52	0.52	0.02	0.48	0.48	0.07	0.07	0.07	0.19	0.00	0.19
Sat Flow, veh/h	1810	5147	1557	1753	5066	1537	1810	467	1168	3619	0	1560
Grp Volume(v), veh/h	294	2004	41	29	2499	157	39	0	21	141	0	300
Grp Sat Flow(s),veh/h/ln	1810	1716	1557	1753	1689	1537	1810	0	1636	1810	0	1560
Q Serve(g_s), s	9.0	46.1	2.0	1.2	72.2	8.9	3.1	0.0	1.8	4.9	0.0	28.0
Cycle Q Clear(g_c), s	9.0	46.1	2.0	1.2	72.2	8.9	3.1	0.0	1.8	4.9	0.0	28.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.71	1.00		1.00
Lane Grp Cap(c), veh/h	157	2666	807	132	2439	740	134	0	121	676	0	291
V/C Ratio(X)	1.88	0.75	0.05	0.22	1.02	0.21	0.29	0.00	0.17	0.21	0.00	1.03
Avail Cap(c_a), veh/h	157	2666	807	219	2439	740	338	0	305	676	0	291
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	48.2	28.5	17.9	25.1	38.9	22.5	65.7	0.0	65.2	51.6	0.0	61.0
Incr Delay (d2), s/veh	418.2	2.0	0.1	0.3	24.8	0.7	1.7	0.0	1.0	0.1	0.0	60.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	24.2	19.3	0.7	0.5	34.9	3.4	1.5	0.0	0.8	2.3	0.0	16.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	466.4	30.5	18.0	25.4	63.7	23.1	67.5	0.0	66.1	51.7	0.0	121.8
LnGrp LOS	F	C	B	C	F	C	E		E	D		F
Approach Vol, veh/h		2339			2685			60			441	
Approach Delay, s/veh		85.1			60.9			67.0			99.4	
Approach LOS		F			E			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.0	79.5		18.8	10.5	85.0		35.7				
Change Period (Y+Rc), s	7.0	7.3		7.7	7.0	7.3		7.7				
Max Green Setting (Gmax), s	9.0	55.0		28.0	11.0	53.0		28.0				
Max Q Clear Time (g_c+I1), s	11.0	74.2		5.1	3.2	48.1		30.0				
Green Ext Time (p_c), s	0.0	0.0		0.4	0.0	3.1		0.0				

Intersection Summary		
HCM 7th Control Delay, s/veh		74.3
HCM 7th LOS		E

Notes

User approved volume balancing among the lanes for turning movement.

Intersection	
Intersection Delay, s/veh	14.2
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	6	193	146	13	13	212	77	175	9	49	1
Future Vol, veh/h	3	6	193	146	13	13	212	77	175	9	49	1
Peak Hour Factor	0.94	0.94	0.94	0.84	0.84	0.84	0.81	0.81	0.81	0.89	0.89	0.89
Heavy Vehicles, %	0	0	1	2	0	0	1	0	0	0	0	0
Mvmt Flow	3	6	205	174	15	15	262	95	216	10	55	1
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	12.3	13	15.9	10.1
HCM LOS	B	B	C	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	73%	0%	1%	100%	0%	27%	0%
Vol Thru, %	27%	0%	3%	0%	50%	73%	96%
Vol Right, %	0%	100%	96%	0%	50%	0%	4%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	289	175	202	146	26	34	26
LT Vol	212	0	3	146	0	9	0
Through Vol	77	0	6	0	13	25	25
RT Vol	0	175	193	0	13	0	1
Lane Flow Rate	357	216	215	174	31	38	29
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.629	0.315	0.357	0.344	0.054	0.072	0.053
Departure Headway (Hd)	6.344	5.245	5.982	7.13	6.233	6.869	6.703
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	567	685	600	504	573	519	532
Service Time	4.087	2.989	4.036	4.89	3.992	4.639	4.473
HCM Lane V/C Ratio	0.63	0.315	0.358	0.345	0.054	0.073	0.055
HCM Control Delay, s/veh	19.3	10.4	12.3	13.6	9.4	10.2	9.9
HCM Lane LOS	C	B	B	B	A	B	A
HCM 95th-tile Q	4.4	1.3	1.6	1.5	0.2	0.2	0.2

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	0	205	0	0	160
Future Vol, veh/h	0	0	205	0	0	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	81	81	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	253	0	0	182

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	435	253	0	0	253	0
Stage 1	253	-	-	-	-	-
Stage 2	182	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	578	786	-	-	1312	-
Stage 1	789	-	-	-	-	-
Stage 2	849	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	578	786	-	-	1312	-
Mov Cap-2 Maneuver	578	-	-	-	-	-
Stage 1	789	-	-	-	-	-
Stage 2	849	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	-	1312	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Ctrl Dly (s/v)	-	-	0	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	-	0	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	0	215	0	0	168
Future Vol, veh/h	0	0	215	0	0	168
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	81	81	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	265	0	0	191

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	456	265	0	0	265	0
Stage 1	265	-	-	-	-	-
Stage 2	191	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	562	773	-	-	1298	-
Stage 1	779	-	-	-	-	-
Stage 2	842	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	562	773	-	-	1298	-
Mov Cap-2 Maneuver	562	-	-	-	-	-
Stage 1	779	-	-	-	-	-
Stage 2	842	-	-	-	-	-

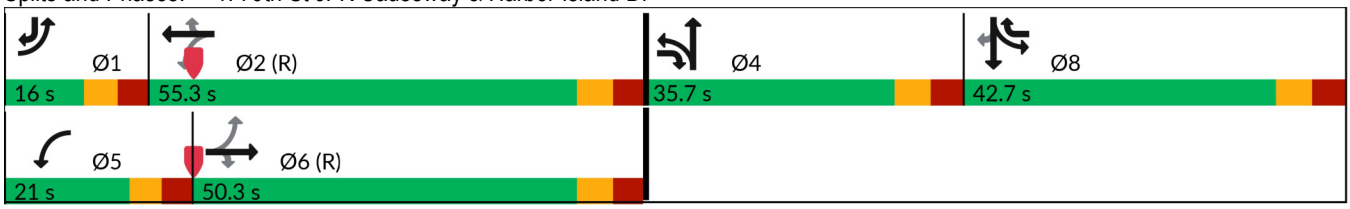
Approach	WB	NB	SB
HCM Ctrl Dly, s/v	0	0	0
HCM LOS	A		

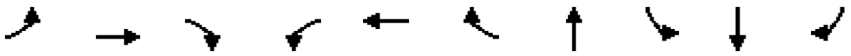
Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	-	1298	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Ctrl Dly (s/v)	-	-	0	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	-	0	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	215	2191	31	17	1737	103	2	193	3	345
Future Volume (vph)	215	2191	31	17	1737	103	2	193	3	345
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	16.0	50.3	35.7	21.0	55.3	42.7	35.7	42.7	42.7	16.0
Total Split (%)	10.7%	33.6%	23.8%	14.0%	36.9%	28.5%	23.8%	28.5%	28.5%	10.7%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	C-Max	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	101.6	93.9	103.7	69.7	64.2	79.3	10.2	15.5	15.5	46.3
Actuated g/C Ratio	0.68	0.63	0.69	0.47	0.43	0.53	0.07	0.10	0.10	0.31
v/c Ratio	0.56	0.74	0.03	0.16	0.85	0.13	0.30	0.68	0.67	0.59
Control Delay (s/veh)	40.8	23.2	0.1	15.8	43.2	2.7	49.3	82.9	82.5	13.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	40.8	23.2	0.1	15.8	43.2	2.7	49.3	82.9	82.5	13.2
LOS	D	C	A	B	D	A	D	F	F	B
Approach Delay (s/veh)		24.4			40.7		49.3		38.4	
Approach LOS		C			D		D		D	

Intersection Summary	
Cycle Length: 149.7	
Actuated Cycle Length: 149.7	
Offset: 5 (3%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.85	
Intersection Signal Delay (s/veh): 32.6	Intersection LOS: C
Intersection Capacity Utilization 85.8%	ICU Level of Service E
Analysis Period (min) 15	

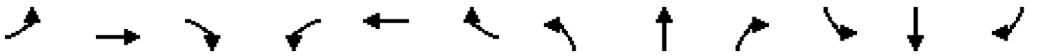
Splits and Phases: 1: 79th St JFK Causeway & Harbor Island Dr





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	226	2306	33	18	1828	108	74	117	117	411
v/c Ratio	0.56	0.74	0.03	0.16	0.85	0.13	0.30	0.68	0.67	0.59
Control Delay (s/veh)	40.8	23.2	0.1	15.8	43.2	2.7	49.3	82.9	82.5	13.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	40.8	23.2	0.1	15.8	43.2	2.7	49.3	82.9	82.5	13.2
Queue Length 50th (ft)	148	592	0	5	552	6	25	117	117	74
Queue Length 95th (ft)	250	759	0	17	678	23	50	169	169	135
Internal Link Dist (ft)		715			708		143		84	
Turn Bay Length (ft)	150		125	175		125				
Base Capacity (vph)	405	3110	1199	219	2147	1023	637	393	394	697
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.56	0.74	0.03	0.08	0.85	0.11	0.12	0.30	0.30	0.59

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	215	2191	31	17	1737	103	42	2	20	193	3	345
Future Volume (veh/h)	215	2191	31	17	1737	103	42	2	20	193	3	345
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.95	1.00		0.97	1.00		0.96	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1841	1900	1856	1811	1900	1900	1900	1870	1900	1870
Adj Flow Rate, veh/h	226	2306	33	18	1828	108	49	2	23	233	0	411
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.86	0.86	0.86	0.84	0.84	0.84
Percent Heavy Veh, %	2	4	4	0	3	6	0	0	0	2	0	2
Cap, veh/h	176	2321	825	81	2125	984	162	11	129	831	0	460
Arrive On Green	0.06	0.46	0.46	0.02	0.42	0.42	0.09	0.09	0.09	0.23	0.00	0.23
Sat Flow, veh/h	1781	5025	1486	1810	5066	1492	1810	126	1448	3563	0	1563
Grp Volume(v), veh/h	226	2306	33	18	1828	108	49	0	25	233	0	411
Grp Sat Flow(s),veh/h/ln	1781	1675	1486	1810	1689	1492	1810	0	1574	1781	0	1563
Q Serve(g_s), s	9.0	68.5	1.5	0.8	49.2	4.1	3.8	0.0	2.2	8.0	0.0	35.0
Cycle Q Clear(g_c), s	9.0	68.5	1.5	0.8	49.2	4.1	3.8	0.0	2.2	8.0	0.0	35.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.92	1.00		1.00
Lane Grp Cap(c), veh/h	176	2321	825	81	2125	984	162	0	140	831	0	460
V/C Ratio(X)	1.29	0.99	0.04	0.22	0.86	0.11	0.30	0.00	0.18	0.28	0.00	0.89
Avail Cap(c_a), veh/h	176	2321	825	218	2125	984	338	0	294	831	0	460
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	37.8	40.1	15.5	37.2	39.6	9.8	63.9	0.0	63.2	47.2	0.0	50.8
Incr Delay (d2), s/veh	164.3	17.3	0.1	0.5	4.8	0.2	1.5	0.0	0.9	0.1	0.0	19.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	11.9	31.5	0.7	0.4	21.3	2.5	1.8	0.0	0.9	3.7	0.0	17.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	202.1	57.4	15.5	37.7	44.4	10.0	65.4	0.0	64.1	47.3	0.0	70.1
LnGrp LOS	F	E	B	D	D	A	E		E	D		E
Approach Vol, veh/h		2565			1954			74			644	
Approach Delay, s/veh		69.6			42.4			65.0			61.9	
Approach LOS		E			D			E			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.0	70.2		21.1	9.6	76.6		42.7				
Change Period (Y+Rc), s	7.0	7.3		7.7	7.0	7.3		7.7				
Max Green Setting (Gmax), s	9.0	48.0		28.0	14.0	43.0		35.0				
Max Q Clear Time (g_c+I1), s	11.0	51.2		5.8	2.8	70.5		37.0				
Green Ext Time (p_c), s	0.0	0.0		0.5	0.0	0.0		0.0				

Intersection Summary		
HCM 7th Control Delay, s/veh	58.5	
HCM 7th LOS	E	

Notes

User approved volume balancing among the lanes for turning movement.

Intersection	
Intersection Delay, s/veh	16
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	4	13	254	200	13	3	176	38	101	2	99	1
Future Vol, veh/h	4	13	254	200	13	3	176	38	101	2	99	1
Peak Hour Factor	0.79	0.79	0.79	0.84	0.84	0.84	0.82	0.82	0.82	0.71	0.71	0.71
Heavy Vehicles, %	0	0	1	4	0	0	1	6	8	0	0	0
Mvmt Flow	5	16	322	238	15	4	215	46	123	3	139	1
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	18.1	16.7	15.5	11.4
HCM LOS	C	C	C	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	82%	0%	1%	100%	0%	4%	0%
Vol Thru, %	18%	0%	5%	0%	81%	96%	98%
Vol Right, %	0%	100%	94%	0%	19%	0%	2%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	214	101	271	200	16	52	51
LT Vol	176	0	4	200	0	2	0
Through Vol	38	0	13	0	13	50	50
RT Vol	0	101	254	0	3	0	1
Lane Flow Rate	261	123	343	238	19	73	71
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.526	0.213	0.595	0.493	0.036	0.148	0.145
Departure Headway (Hd)	7.262	6.212	6.239	7.451	6.738	7.369	7.335
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	496	578	580	483	532	487	489
Service Time	5.002	3.952	4.275	5.19	4.476	5.118	5.084
HCM Lane V/C Ratio	0.526	0.213	0.591	0.493	0.036	0.15	0.145
HCM Control Delay, s/veh	17.8	10.6	18.1	17.3	9.7	11.4	11.3
HCM Lane LOS	C	B	C	C	A	B	B
HCM 95th-tile Q	3	0.8	3.9	2.7	0.1	0.5	0.5

Intersection	
Int Delay, s/veh	0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	15	0	113	0	0	223
Future Vol, veh/h	15	0	113	0	0	223
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	0	123	0	0	242

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	365	123	0	0	123	0
Stage 1	123	-	-	-	-	-
Stage 2	242	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	634	928	-	-	1464	-
Stage 1	903	-	-	-	-	-
Stage 2	798	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	634	928	-	-	1464	-
Mov Cap-2 Maneuver	634	-	-	-	-	-
Stage 1	903	-	-	-	-	-
Stage 2	798	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.82	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	634	1464	-
HCM Lane V/C Ratio	-	-	0.026	-	-
HCM Ctrl Dly (s/v)	-	-	10.8	0	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	1	0	118	9	0	248
Future Vol, veh/h	1	0	118	9	0	248
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	128	10	0	270

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	403	133	0	0	138	0
Stage 1	133	-	-	-	-	-
Stage 2	270	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	604	916	-	-	1446	-
Stage 1	893	-	-	-	-	-
Stage 2	776	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	604	916	-	-	1446	-
Mov Cap-2 Maneuver	604	-	-	-	-	-
Stage 1	893	-	-	-	-	-
Stage 2	776	-	-	-	-	-

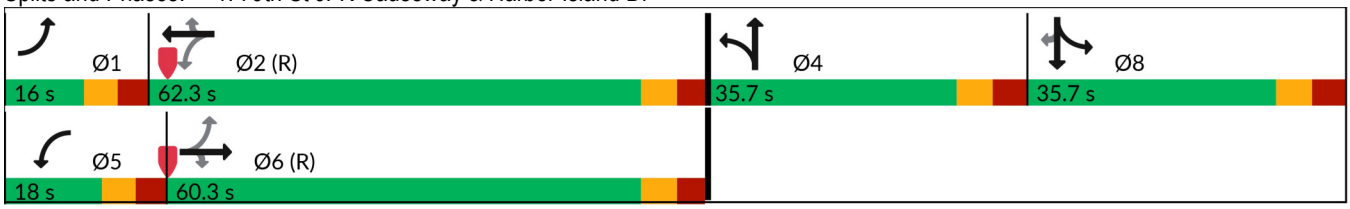
Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.97	0	0
HCM LOS	B		

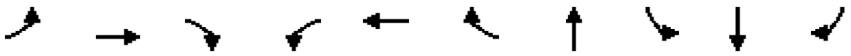
Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	604	1446	-
HCM Lane V/C Ratio	-	-	0.002	-	-
HCM Ctrl Dly (s/v)	-	-	11	0	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	286	1864	38	28	2399	155	4	115	5	256
Future Volume (vph)	286	1864	38	28	2399	155	4	115	5	256
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	NA	Split	NA	Perm
Protected Phases	1	6		5	2		4	8	8	
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	6	5	2	2	4	8	8	8
Switch Phase										
Minimum Initial (s)	5.0	4.0	4.0	5.0	4.0	4.0	10.0	7.0	7.0	7.0
Minimum Split (s)	12.0	47.3	47.3	12.0	47.3	47.3	35.7	35.7	35.7	35.7
Total Split (s)	16.0	60.3	60.3	18.0	62.3	62.3	35.7	35.7	35.7	35.7
Total Split (%)	10.7%	40.3%	40.3%	12.0%	41.6%	41.6%	23.8%	23.8%	23.8%	23.8%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	3.3	3.3	3.3	3.3	3.3	3.3	3.7	3.7	3.7	3.7
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.3	7.0	7.3	7.3	7.7	7.7	7.7	7.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?										
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None	None	None
Act Effct Green (s)	108.3	100.4	100.4	63.7	58.0	58.0	10.1	12.4	12.4	12.4
Actuated g/C Ratio	0.72	0.67	0.67	0.43	0.39	0.39	0.07	0.08	0.08	0.08
v/c Ratio	0.54	0.59	0.04	0.22	1.29	0.24	0.26	0.52	0.51	0.76
Control Delay (s/veh)	37.1	16.8	0.1	18.2	171.8	7.2	53.2	77.3	77.0	18.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	37.1	16.8	0.1	18.2	171.8	7.2	53.2	77.3	77.0	18.4
LOS	D	B	A	B	F	A	D	E	E	B
Approach Delay (s/veh)		19.2			160.3		53.2		37.1	
Approach LOS		B			F		D		D	

Intersection Summary	
Cycle Length: 149.7	
Actuated Cycle Length: 149.7	
Offset: 99 (66%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.29	
Intersection Signal Delay (s/veh): 89.3	Intersection LOS: F
Intersection Capacity Utilization 93.4%	ICU Level of Service F
Analysis Period (min) 15	

Splits and Phases: 1: 79th St JFK Causeway & Harbor Island Dr



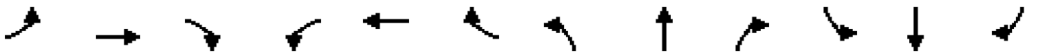


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	308	2004	41	29	2499	161	60	73	73	312
v/c Ratio	0.54	0.59	0.04	0.22	1.29	0.24	0.26	0.52	0.51	0.76
Control Delay (s/veh)	37.1	16.8	0.1	18.2	171.8	7.2	53.2	77.3	77.0	18.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	37.1	16.8	0.1	18.2	171.8	7.2	53.2	77.3	77.0	18.4
Queue Length 50th (ft)	206	420	0	8	~1083	12	22	73	73	0
Queue Length 95th (ft)	331	567	0	22	#1254	63	35	112	112	54
Internal Link Dist (ft)		715			708		143		84	
Turn Bay Length (ft)	150		125	175		125				
Base Capacity (vph)	571	3425	1081	194	1940	679	622	320	322	541
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.54	0.59	0.04	0.15	1.29	0.24	0.10	0.23	0.23	0.58

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	286	1864	38	28	2399	155	28	4	11	115	5	256
Future Volume (veh/h)	286	1864	38	28	2399	155	28	4	11	115	5	256
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.98	1.00		0.96	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1885	1900	1841	1856	1856	1841	1900	1900	1900	1900	1856
Adj Flow Rate, veh/h	308	2004	41	29	2499	161	39	6	15	144	0	312
Peak Hour Factor	0.93	0.93	0.93	0.96	0.96	0.96	0.71	0.71	0.71	0.82	0.82	0.82
Percent Heavy Veh, %	0	1	0	4	3	3	4	0	0	0	0	3
Cap, veh/h	157	2666	807	132	2439	740	134	35	86	676	0	291
Arrive On Green	0.06	0.52	0.52	0.02	0.48	0.48	0.07	0.07	0.07	0.19	0.00	0.19
Sat Flow, veh/h	1810	5147	1557	1753	5066	1537	1810	467	1168	3619	0	1560
Grp Volume(v), veh/h	308	2004	41	29	2499	161	39	0	21	144	0	312
Grp Sat Flow(s),veh/h/ln	1810	1716	1557	1753	1689	1537	1810	0	1636	1810	0	1560
Q Serve(g_s), s	9.0	46.1	2.0	1.2	72.2	9.1	3.1	0.0	1.8	5.1	0.0	28.0
Cycle Q Clear(g_c), s	9.0	46.1	2.0	1.2	72.2	9.1	3.1	0.0	1.8	5.1	0.0	28.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.71	1.00		1.00
Lane Grp Cap(c), veh/h	157	2666	807	132	2439	740	134	0	121	676	0	291
V/C Ratio(X)	1.97	0.75	0.05	0.22	1.02	0.22	0.29	0.00	0.17	0.21	0.00	1.07
Avail Cap(c_a), veh/h	157	2666	807	219	2439	740	338	0	305	676	0	291
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	48.2	28.5	17.9	25.1	38.9	22.5	65.7	0.0	65.2	51.7	0.0	61.0
Incr Delay (d2), s/veh	457.5	2.0	0.1	0.3	24.8	0.7	1.7	0.0	1.0	0.1	0.0	73.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	25.9	19.3	0.7	0.5	34.9	3.5	1.5	0.0	0.8	2.4	0.0	17.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	505.7	30.5	18.0	25.4	63.7	23.2	67.5	0.0	66.1	51.8	0.0	134.0
LnGrp LOS	F	C	B	C	F	C	E		E	D		F
Approach Vol, veh/h		2353			2689			60			456	
Approach Delay, s/veh		92.5			60.8			67.0			108.0	
Approach LOS		F			E			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	16.0	79.5		18.8	10.5	85.0		35.7				
Change Period (Y+Rc), s	7.0	7.3		7.7	7.0	7.3		7.7				
Max Green Setting (Gmax), s	9.0	55.0		28.0	11.0	53.0		28.0				
Max Q Clear Time (g_c+I1), s	11.0	74.2		5.1	3.2	48.1		30.0				
Green Ext Time (p_c), s	0.0	0.0		0.4	0.0	3.1		0.0				

Intersection Summary		
HCM 7th Control Delay, s/veh		78.2
HCM 7th LOS		E

Notes

User approved volume balancing among the lanes for turning movement.

Intersection	
Intersection Delay, s/veh	15.2
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	6	206	146	13	13	229	77	175	9	49	1
Future Vol, veh/h	3	6	206	146	13	13	229	77	175	9	49	1
Peak Hour Factor	0.94	0.94	0.94	0.84	0.84	0.84	0.81	0.81	0.81	0.89	0.89	0.89
Heavy Vehicles, %	0	0	1	2	0	0	1	0	0	0	0	0
Mvmt Flow	3	6	219	174	15	15	283	95	216	10	55	1
Number of Lanes	0	1	0	1	1	0	0	1	1	0	2	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay, s/veh	12.9	13.2	17.4	10.2
HCM LOS	B	B	C	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	75%	0%	1%	100%	0%	27%	0%
Vol Thru, %	25%	0%	3%	0%	50%	73%	96%
Vol Right, %	0%	100%	96%	0%	50%	0%	4%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	306	175	215	146	26	34	26
LT Vol	229	0	3	146	0	9	0
Through Vol	77	0	6	0	13	25	25
RT Vol	0	175	206	0	13	0	1
Lane Flow Rate	378	216	229	174	31	38	29
Geometry Grp	5	5	4b	5	5	5	5
Degree of Util (X)	0.672	0.318	0.385	0.349	0.054	0.073	0.054
Departure Headway (Hd)	6.408	5.302	6.052	7.235	6.337	6.978	6.812
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	563	676	592	495	563	511	523
Service Time	4.156	3.049	4.106	4.998	4.1	4.753	4.588
HCM Lane V/C Ratio	0.671	0.32	0.387	0.352	0.055	0.074	0.055
HCM Control Delay, s/veh	21.4	10.5	12.9	13.9	9.5	10.3	10
HCM Lane LOS	C	B	B	B	A	B	A
HCM 95th-tile Q	5	1.4	1.8	1.5	0.2	0.2	0.2

Intersection	
Int Delay, s/veh	0.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	12	0	205	1	0	160
Future Vol, veh/h	12	0	205	1	0	160
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	81	81	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	0	253	1	0	182

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	436	254	0	0	254	0
Stage 1	254	-	-	-	-	-
Stage 2	182	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	578	785	-	-	1311	-
Stage 1	789	-	-	-	-	-
Stage 2	849	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	578	785	-	-	1311	-
Mov Cap-2 Maneuver	578	-	-	-	-	-
Stage 1	789	-	-	-	-	-
Stage 2	849	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	11.38	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	578	1311	-
HCM Lane V/C Ratio	-	-	0.024	-	-
HCM Ctrl Dly (s/v)	-	-	11.4	0	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	1	0	216	16	0	180
Future Vol, veh/h	1	0	216	16	0	180
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	88	88	81	81	88	88
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	0	267	20	0	205

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	481	277	0	0	286	0
Stage 1	277	-	-	-	-	-
Stage 2	205	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	544	762	-	-	1276	-
Stage 1	770	-	-	-	-	-
Stage 2	830	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	544	762	-	-	1276	-
Mov Cap-2 Maneuver	544	-	-	-	-	-
Stage 1	770	-	-	-	-	-
Stage 2	830	-	-	-	-	-

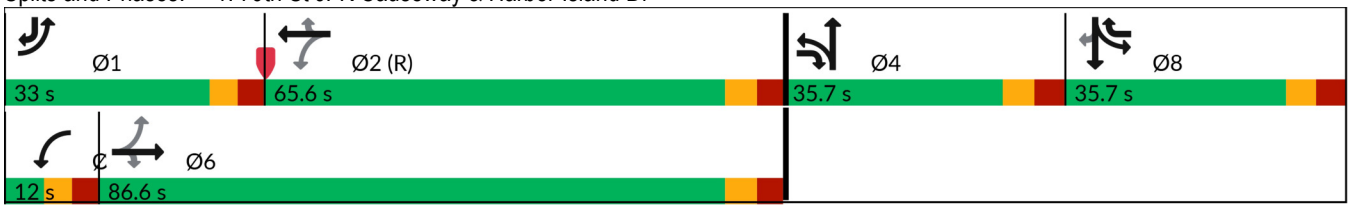
Approach	WB	NB	SB
HCM Ctrl Dly, s/v	11.63	0	0
HCM LOS	B		

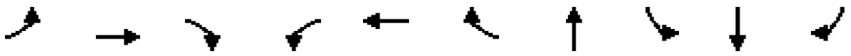
Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	544	1276	-
HCM Lane V/C Ratio	-	-	0.002	-	-
HCM Ctrl Dly (s/v)	-	-	11.6	0	-
HCM Lane LOS	-	-	B	A	-
HCM 95th %tile Q(veh)	-	-	0	0	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	215	2191	31	17	1737	103	2	193	3	345
Future Volume (vph)	215	2191	31	17	1737	103	2	193	3	345
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	NA	Split	NA	pm+ov
Protected Phases	1	6	4	5	2	8	4	8	8	1
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	4	5	2	8	4	8	8	1
Switch Phase										
Minimum Initial (s)	5.0	4.0	10.0	5.0	4.0	7.0	10.0	7.0	7.0	5.0
Minimum Split (s)	12.0	47.3	35.7	12.0	47.3	35.7	35.7	35.7	35.7	12.0
Total Split (s)	33.0	86.6	35.7	12.0	65.6	35.7	35.7	35.7	35.7	33.0
Total Split (%)	19.4%	50.9%	21.0%	7.1%	38.6%	21.0%	21.0%	21.0%	21.0%	19.4%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	3.7
All-Red Time (s)	3.3	3.3	3.7	3.3	3.3	3.7	3.7	3.7	3.7	3.3
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.7	7.0	7.3	7.7	7.7	7.7	7.7	7.0
Lead/Lag	Lead	Lag		Lead	Lag					Lead
Lead-Lag Optimize?										
Recall Mode	None	None	None	None	C-Max	None	None	None	None	None
Act Effct Green (s)	121.1	113.4	123.4	94.4	88.9	104.5	10.4	16.1	16.1	41.7
Actuated g/C Ratio	0.71	0.67	0.73	0.56	0.52	0.61	0.06	0.09	0.09	0.25
v/c Ratio	0.85	0.81	0.04	0.19	0.74	0.12	0.34	0.69	0.68	0.68
Control Delay (s/veh)	74.3	24.8	0.1	17.6	35.3	1.4	56.7	95.3	94.3	23.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	74.3	24.8	0.1	17.6	35.3	1.4	56.7	95.3	94.3	23.9
LOS	E	C	A	B	D	A	E	F	F	C
Approach Delay (s/veh)		28.9			33.3		56.7		49.6	
Approach LOS		C			C		E		D	

Intersection Summary	
Cycle Length: 170	
Actuated Cycle Length: 170	
Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 0.85	
Intersection Signal Delay (s/veh): 33.0	Intersection LOS: C
Intersection Capacity Utilization 85.8%	ICU Level of Service E
Analysis Period (min) 15	

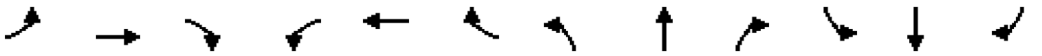
Splits and Phases: 1: 79th St JFK Causeway & Harbor Island Dr





Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	262	2672	38	19	1930	114	77	109	108	383
v/c Ratio	0.85	0.81	0.04	0.19	0.74	0.12	0.34	0.69	0.68	0.68
Control Delay (s/veh)	74.3	24.8	0.1	17.6	35.3	1.4	56.7	95.3	94.3	23.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	74.3	24.8	0.1	17.6	35.3	1.4	56.7	95.3	94.3	23.9
Queue Length 50th (ft)	229	805	0	6	598	0	30	126	125	139
Queue Length 95th (ft)	292	834	0	17	797	17	53	193	192	225
Internal Link Dist (ft)		715			708		143		84	
Turn Bay Length (ft)	150		125	175		125				
Base Capacity (vph)	337	3308	1214	100	2618	1067	564	276	278	587
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.78	0.81	0.03	0.19	0.74	0.11	0.14	0.39	0.39	0.65

Intersection Summary



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	215	2191	31	17	1737	103	42	2	20	193	3	345
Future Volume (veh/h)	215	2191	31	17	1737	103	42	2	20	193	3	345
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.96	1.00		0.97	1.00		0.96	1.00		0.98
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1841	1841	1900	1856	1811	1900	1900	1900	1870	1900	1870
Adj Flow Rate, veh/h	262	2672	38	19	1930	114	51	2	24	216	0	383
Peak Hour Factor	0.82	0.82	0.82	0.90	0.90	0.90	0.82	0.82	0.82	0.90	0.90	0.90
Percent Heavy Veh, %	2	4	4	0	3	6	0	0	0	2	0	2
Cap, veh/h	282	2819	966	81	2322	938	149	10	119	587	0	446
Arrive On Green	0.12	0.56	0.56	0.02	0.46	0.46	0.08	0.08	0.08	0.16	0.00	0.16
Sat Flow, veh/h	1781	5025	1493	1810	5066	1494	1810	121	1447	3563	0	1553
Grp Volume(v), veh/h	262	2672	38	19	1930	114	51	0	26	216	0	383
Grp Sat Flow(s),veh/h/ln	1781	1675	1493	1810	1689	1494	1810	0	1568	1781	0	1553
Q Serve(g_s), s	18.2	84.8	1.6	0.9	56.7	5.3	4.5	0.0	2.6	9.2	0.0	28.0
Cycle Q Clear(g_c), s	18.2	84.8	1.6	0.9	56.7	5.3	4.5	0.0	2.6	9.2	0.0	28.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.92	1.00		1.00
Lane Grp Cap(c), veh/h	282	2819	966	81	2322	938	149	0	129	587	0	446
V/C Ratio(X)	0.93	0.95	0.04	0.24	0.83	0.12	0.34	0.00	0.20	0.37	0.00	0.86
Avail Cap(c_a), veh/h	341	2819	966	102	2322	938	298	0	258	587	0	446
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	52.3	35.0	11.1	39.6	40.3	13.1	73.7	0.0	72.8	63.1	0.0	57.7
Incr Delay (d2), s/veh	26.5	7.9	0.0	0.6	3.6	0.3	1.9	0.0	1.1	0.3	0.0	15.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	13.4	36.0	0.7	0.4	24.4	2.9	2.2	0.0	1.1	4.3	0.0	17.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	78.8	42.9	11.1	40.1	43.9	13.3	75.6	0.0	73.9	63.4	0.0	72.8
LnGrp LOS	E	D	B	D	D	B	E		E	E		E
Approach Vol, veh/h		2972			2063			77			599	
Approach Delay, s/veh		45.6			42.2			75.0			69.4	
Approach LOS		D			D			E			E	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	27.4	85.2		21.7	10.0	102.7		35.7				
Change Period (Y+Rc), s	7.0	7.3		7.7	7.0	7.3		7.7				
Max Green Setting (Gmax), s	26.0	58.3		28.0	5.0	79.3		28.0				
Max Q Clear Time (g_c+I1), s	20.2	58.7		6.5	2.9	86.8		30.0				
Green Ext Time (p_c), s	0.2	0.0		0.5	0.0	0.0		0.0				

Intersection Summary			
HCM 7th Control Delay, s/veh		47.3	
HCM 7th LOS		D	

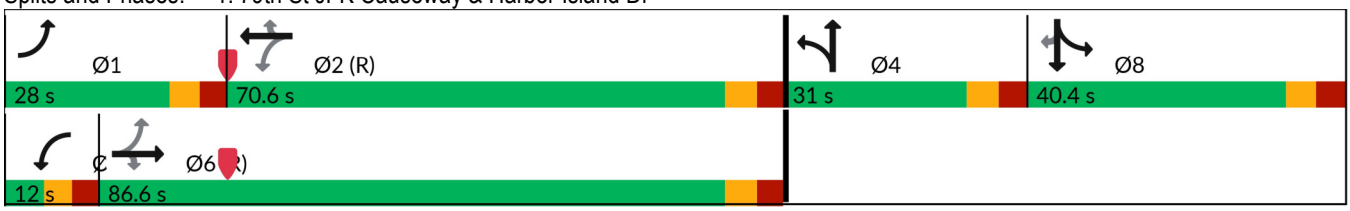
Notes

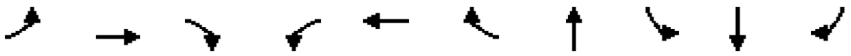
User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Configurations										
Traffic Volume (vph)	286	1864	38	28	2399	155	4	115	5	256
Future Volume (vph)	286	1864	38	28	2399	155	4	115	5	256
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	NA	Split	NA	Perm
Protected Phases	1	6		5	2		4	8	8	
Permitted Phases	6		6	2		2				8
Detector Phase	1	6	6	5	2	2	4	8	8	8
Switch Phase										
Minimum Initial (s)	5.0	4.0	4.0	5.0	4.0	4.0	10.0	7.0	7.0	7.0
Minimum Split (s)	12.0	47.3	47.3	12.0	47.3	47.3	35.7	35.7	35.7	35.7
Total Split (s)	28.0	86.6	86.6	12.0	70.6	70.6	31.0	40.4	40.4	40.4
Total Split (%)	16.5%	50.9%	50.9%	7.1%	41.5%	41.5%	18.2%	23.8%	23.8%	23.8%
Yellow Time (s)	3.7	4.0	4.0	3.7	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	3.3	3.3	3.3	3.3	3.3	3.3	3.7	3.7	3.7	3.7
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.3	7.3	7.0	7.3	7.3	7.7	7.7	7.7	7.7
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag				
Lead-Lag Optimize?										
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None	None	None
Act Effct Green (s)	124.8	114.5	114.5	86.8	81.0	81.0	10.4	12.4	12.4	12.4
Actuated g/C Ratio	0.73	0.67	0.67	0.51	0.48	0.48	0.06	0.07	0.07	0.07
v/c Ratio	0.70	0.58	0.04	0.21	1.05	0.20	0.34	0.54	0.54	0.76
Control Delay (s/veh)	56.8	16.7	0.1	15.9	74.8	3.6	60.6	90.6	90.3	20.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	56.8	16.7	0.1	15.9	74.8	3.6	60.6	90.6	90.3	20.6
LOS	E	B	A	B	E	A	E	F	F	C
Approach Delay (s/veh)		21.7			69.9		60.6		43.0	
Approach LOS		C			E		E		D	

Intersection Summary	
Cycle Length: 170	
Actuated Cycle Length: 170	
Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBTL, Start of Green	
Natural Cycle: 145	
Control Type: Actuated-Coordinated	
Maximum v/c Ratio: 1.05	
Intersection Signal Delay (s/veh): 47.3	Intersection LOS: D
Intersection Capacity Utilization 93.4%	ICU Level of Service F
Analysis Period (min) 15	

Splits and Phases: 1: 79th St JFK Causeway & Harbor Island Dr



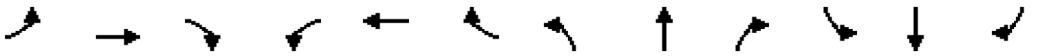


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBT	SBL	SBT	SBR
Lane Group Flow (vph)	304	1983	40	29	2499	161	73	67	67	284
v/c Ratio	0.70	0.58	0.04	0.21	1.05	0.20	0.34	0.54	0.54	0.76
Control Delay (s/veh)	56.8	16.7	0.1	15.9	74.8	3.6	60.6	90.6	90.3	20.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay (s/veh)	56.8	16.7	0.1	15.9	74.8	3.6	60.6	90.6	90.3	20.6
Queue Length 50th (ft)	263	415	0	8	~1016	0	31	77	77	0
Queue Length 95th (ft)	383	549	0	22	#1279	41	35	131	131	100
Internal Link Dist (ft)		715			708		143		84	
Turn Bay Length (ft)	150		125	175		125				
Base Capacity (vph)	432	3439	1078	140	2387	817	462	329	332	524
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.70	0.58	0.04	0.21	1.05	0.20	0.16	0.20	0.20	0.54

Intersection Summary

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	286	1864	38	28	2399	155	28	4	11	115	5	256
Future Volume (veh/h)	286	1864	38	28	2399	155	28	4	11	115	5	256
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		0.97	1.00		0.98	1.00		0.96	1.00		0.99
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1900	1885	1900	1841	1856	1856	1841	1900	1900	1900	1900	1856
Adj Flow Rate, veh/h	304	1983	40	29	2499	161	47	7	19	132	0	284
Peak Hour Factor	0.94	0.94	0.94	0.96	0.96	0.96	0.59	0.59	0.59	0.90	0.90	0.90
Percent Heavy Veh, %	0	1	0	4	3	3	4	0	0	0	0	3
Cap, veh/h	266	2808	850	135	2249	682	119	29	78	694	0	299
Arrive On Green	0.12	0.55	0.55	0.02	0.44	0.44	0.07	0.07	0.07	0.19	0.00	0.19
Sat Flow, veh/h	1810	5147	1558	1753	5066	1535	1810	438	1189	3619	0	1560
Grp Volume(v), veh/h	304	1983	40	29	2499	161	47	0	26	132	0	284
Grp Sat Flow(s),veh/h/ln	1810	1716	1558	1753	1689	1535	1810	0	1626	1810	0	1560
Q Serve(g_s), s	21.0	48.4	2.0	1.5	75.5	11.1	4.2	0.0	2.6	5.2	0.0	30.6
Cycle Q Clear(g_c), s	21.0	48.4	2.0	1.5	75.5	11.1	4.2	0.0	2.6	5.2	0.0	30.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.73	1.00		1.00
Lane Grp Cap(c), veh/h	266	2808	850	135	2249	682	119	0	107	694	0	299
V/C Ratio(X)	1.14	0.71	0.05	0.22	1.11	0.24	0.39	0.00	0.24	0.19	0.00	0.95
Avail Cap(c_a), veh/h	266	2808	850	148	2249	682	248	0	223	696	0	300
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	0.00	1.00
Uniform Delay (d), s/veh	61.4	28.6	18.0	28.0	47.3	29.4	76.1	0.0	75.3	57.6	0.0	67.9
Incr Delay (d2), s/veh	99.5	1.5	0.1	0.3	57.0	0.8	3.0	0.0	1.6	0.1	0.0	38.3
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	19.0	20.4	0.8	0.7	43.4	4.4	2.1	0.0	1.1	2.4	0.0	15.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	160.9	30.1	18.1	28.3	104.3	30.2	79.1	0.0	77.0	57.7	0.0	106.2
LnGrp LOS	F	C	B	C	F	C	E		E	E		F
Approach Vol, veh/h		2327			2689			73			416	
Approach Delay, s/veh		47.0			99.0			78.3			90.8	
Approach LOS		D			F			E			F	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	28.0	82.8		18.9	10.7	100.0		40.3				
Change Period (Y+Rc), s	7.0	7.3		7.7	7.0	7.3		7.7				
Max Green Setting (Gmax), s	21.0	63.3		23.3	5.0	79.3		32.7				
Max Q Clear Time (g_c+I1), s	23.0	77.5		6.2	3.5	50.4		32.6				
Green Ext Time (p_c), s	0.0	0.0		0.4	0.0	8.0		0.0				

Intersection Summary		
HCM 7th Control Delay, s/veh		76.1
HCM 7th LOS		E

Notes

User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

APPENDIX I: FDOT Segment Analysis LOS Thresholds

TABLE 7 Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
2	2,230	3,100	3,740	4,080
3	3,280	4,570	5,620	6,130
4	4,310	6,030	7,490	8,170
5	5,390	7,430	9,370	10,220
6	6,380	8,990	11,510	12,760

Urbanized

Lanes	B	C	D	E
2	2,270	3,100	3,890	4,230
3	3,410	4,650	5,780	6,340
4	4,550	6,200	7,680	8,460
5	5,690	7,760	9,520	10,570

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+ 1,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	580	890	1,200	1,610
2	Divided	1,800	2,600	3,280	3,730
3	Divided	2,700	3,900	4,920	5,600

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1]Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

APPENDIX J: Scoping Document

MEMORANDUM OF UNDERSTANDING

To: Ralph Rosado, PhD, AICP, Village Manager, North Bay Village
Silvia Vargas, FAICP, Village Planner, North Bay Village

From: John Karnowski, PE, PTOE, ACIP (john.karnowski@NV5.com)

Cc: Marc Schmulian, S2 NBV LLC

Date: April 12, 2023

Re: Memorandum of Understanding
West Drive Residential Development
West Drive, North Bay Village, FL 33141

This memo conveys current information related a proposed development in North Bay Village, Florida and outlines the preliminary scope of the required Traffic Impact Analysis (TIA), including trip generation, trip distribution and analysis scenarios.

Site Description

The site, illustrated in the attached Concept Plan, is a proposed 21-story residential development consisting of 94 residential units. The development will replace a parking lot. Ingress is via a driveway on the south end of the property; egress will be on the north end. The project is proposed to be constructed in a single phase and completed in Q1 2025.

Site Trip Generation

The table below provides a summary of the gross daily and peak hour trip generation rates based on the ITE Trip Generation Manual, 11th Edition.

Land Use*	Ind. Variable	Average Rates		
		Daily	AM (In/Out %)	PM (In/Out %)
Multi-Family Housing (High-Rise) – ITE LUC 222	Dwelling Units	4.54	0.27 (34/66)	0.32 (56/44)

*Source: ITE Trip Generation, 11th Ed., 2021

Multimodal/Internal Capture Adjustment

Per the City staff's request, no multimodal adjustments will be made. There are no internal capture nor pass-by trips for residential development.

The table below breaks down the site's expected trip generation and details the reduction discussed above.

Land Use	Intensity	Daily	AM Peak			PM Peak		
			Total	In	Out	Total	In	Out
Multi-Family Housing (High-Rise) – LUC 222	94 DU	426	25	9	16	30	17	13

Site Access

Access to the site will be provided along West Drive via two driveways – one inbound and the other outbound. The northern driveway will be the egress.

Study Intersections

The study area will be comprised of the following intersections:

1. 79th Street/JFK Causeway (SR 934) & Harbor Island Drive/North Bay Island (signal)
2. Harbor Island Drive & Larry Paskow Way (all-way stop)
3. West Drive and Site Driveway (driveway stop)

Study Road Segments

The road segment of West Drive from Harbor Island Drive to the site driveway will be assessed.

Traffic Counts

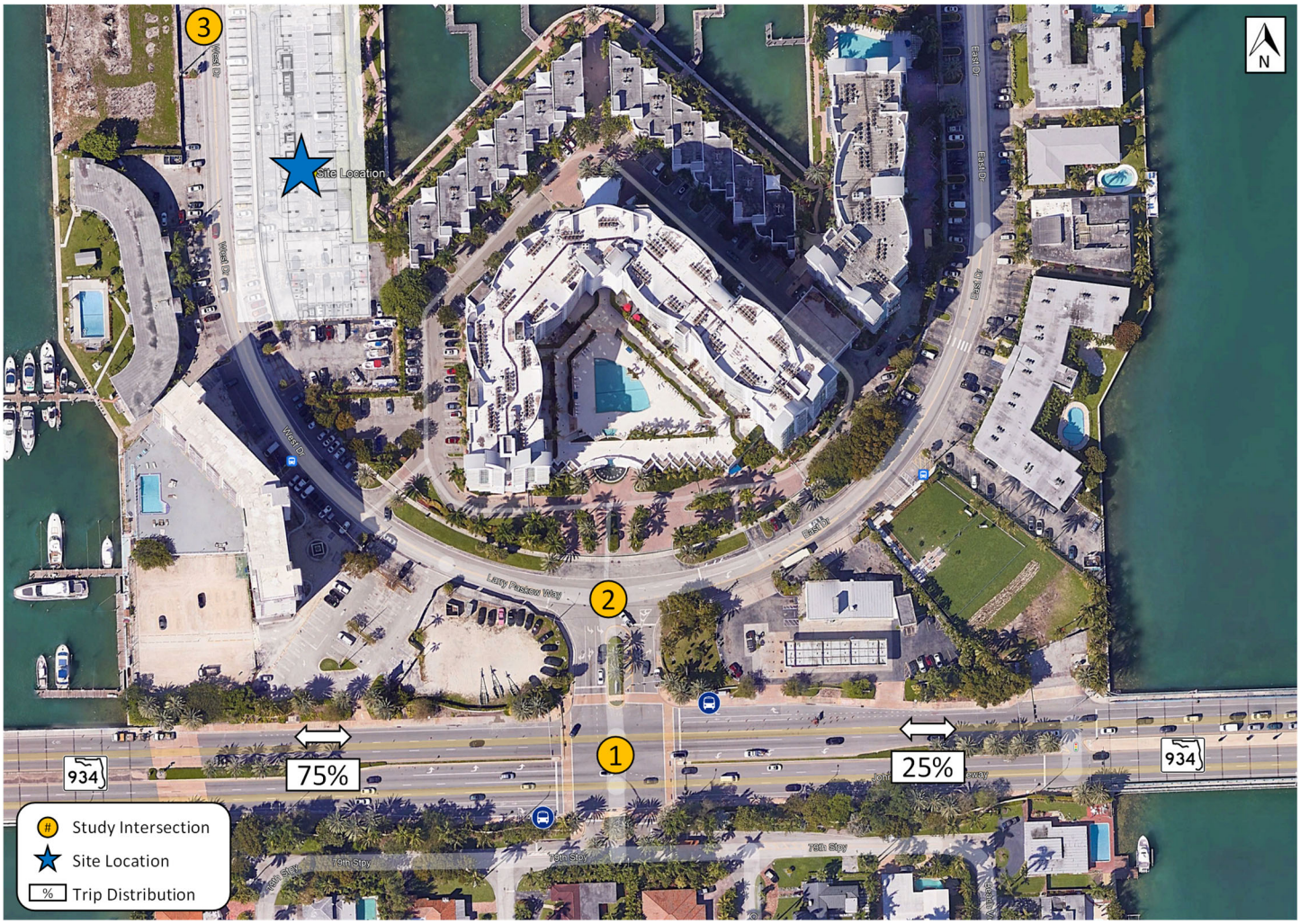
New turning movement counts were collected on Thursday, March 9, 2023 at 79th Street/JFK Causeway (SR 934) & Harbor Island Drive/North Bay Island and at Harbor Island Drive & Larry Paskow Way. A 24-hr bi-directional count was also collected on West Drive near the proposed egress driveway.

Trip Distribution & Assignment

The assignment and directional distribution of new project trips on the transportation network are based on the Miami-Dade Transportation Planning Organization's 2045 Long Range Transportation Plan Direction Trip Distribution Report. The report details the 2015 and 2045 estimated traffic patterns. Most of the traffic from the Traffic Analysis Zone on the island is bound for or originates from the west. This is also evidenced by previous counts, typical traffic patterns and regional development. Trips are expected to travel to and from the following directions:

- 75% to/from the west via 79th Street/JFK Causeway (SR 934)
- 25% to/from the east via 79th Street/JFK Causeway (SR 934)

Count Location/Trip Distribution Map



Background Growth

Census data for the City and Florida Department of Transportation (FDOT) traffic count data along SR 934 was collected to determine an annual growth rate. FDOT data indicates a negative 1.2% change from 2017 to 2021. Census records indicate a roughly 1.4% annual growth from 2010 to 2021; this annual increase will be used to develop future traffic volumes. FDOT Average Annual Daily Traffic (AADT) and census population statistics are shown below.

North Bay Village Census Data			FDOT AADT Data	
Year	Population		Year	AADT
2010	7,137		2017	39,500
2021	7,956		2021	39,000
Δ% (overall)	15.4%		Δ% (overall)	-1.2%
Δ% (annual)	1.1%		Δ% (annual)	-0.3%

Recommended Growth Rate for study: 1.5% / year for two years.

Committed Trips

All committed development trips within the study area will be included. These have been identified in both the TIS. The following developments are included:

- 7918 West Drive – 54 unit, 21 story residential tower
- 1755 Kennedy Causeway Mixed-Use Development
- 1819-1855 79th Street Mixed-Use Development

Parking

Parking will be provided on site. The development will have four levels of self-parking for residents and guests. There are existing on-street parking spaces that will remain except where the access points will be built.

Internal Circulation

Traffic will enter from the southern driveway and circulate in a clockwise direction to park on either the ground level or to one of the parking levels above. Delivery vehicles and garbage collection will be on the ground level on the south side of the site. An access driveway is provided near the ingress driveway.

Planned Roadway & Approved Development Projects

A single roadway improvement has been identified in the site's vicinity:

- 79th Street/JFK Causeway (SR 934) – FDOT Project E6K68: repair/rehabilitation of bridges and pavement along SR 934 between Bay Drive and NE Bayshore Court. Geometric changes to SR 934 are not anticipated; improvements will not impact the study's capacity analysis.

Analysis Scenarios and Elements

Capacity analyses will be completed utilizing Synchro 11® and *Highway Capacity Manual, 6th Edition* methodology with adherence to FDOT guidelines. All study intersections and road segments will be analyzed during the surrounding roadways' weekday AM and PM peak hours under the following traffic scenarios:

- Existing Conditions (2023)
- Background Conditions (2025)
- Build Conditions (2025)

The 95th percentile queues will be reported along with the delay and LOS results.

AutoTurn analysis for garbage and delivery trucks will be shown on the site plan as well turns on the various floors. The parking space count will be included along with a calculation of the required number of spaces. This will be submitted on the site plan.

ELAD NATIONAL
PROPERTIES

The Elad Group is a multi-billion-dollar real estate investment and development company, established in 1992 and active in real estate markets across North America, including the US and Canada.

For over 30 years, Elad has shaped communities with its best-in-class luxury and mixed-use developments and properties across the US and Canada and has a proven track record of creating large-scale, multi-phase development projects. Elad is known for its luxury condominium development and historic landmark projects such as The Plaza, 21 Astor Place, The O'Neill Building, The Grand Madison, One West End, and 108 Leonard in Downtown Manhattan.

Over the past three decades Elad has developed over 5.5 million square feet of luxury condominiums condominium developments in prime locations, in NYC, South Florida, Toronto, Montreal, and Los Angeles. One of Elad's prominent projects was The Plaza Hotel in NYC which was purchased for $675M in 2004. The project was redeveloped into luxury condominiums, a hotel, and retail space maximizing its use and value while restoring its brand to its former glory . The total sell out of The Plaza was over $1.5 billion dollars.

The ALINA Residences is one of the only luxury condominium multi-phased developments that spans over 9 acres in the urban core of Downtown Boca Raton in South Florida. Its combination of architectural integrity, cultural investment, and wellness-focused design sets a new benchmark for urban residential development in South Florida. Now at its completion, the ALINA Residences consists of 3 luxury condominium towers with over 300 units priced from $4 million to $10 million. The project consisted of 1.7 million total square feet with development costs of $700 million and a total sale out value of nearly $1.1 billion.

The latest offering by the Elad Group, The District is a multi-phased high rise luxury mixed-use development that sits on 8 prime acres in Broward County. Currently under construction the $190 million-dollar, 292-unit phase one is scheduled to be delivered in 2027 with the later phases consisting of four additional towers to be delivered by 2031. With total development costs of $650 million the project at its completion will deliver over 2.4 million total square feet, consisting of 1,300 residential units, 1,600 parking spaces spanning over 3 podium structures and 35K SF of retail.

The Elad Group is vastly acquiring additional properties to expand its presence across South Florida markets in N. Bay Village, Northern Dade County, Hillsboro Beach and other opportunities in Palm Beach County.

When Recorded Return To:
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National Commercial Services
703 Waterford Way, Suite 500
Miami, FL 33126
File No.: 1246422

CFN: 20250335486 BOOK 34737 PAGE 219
DATE:05/02/2025 03:35:59 PM
DEED DOC 120,000.00
SURTAX 90,000.00
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Prepared by (or under the supervision of)
and after recording return to:

Nancy B. Lash, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131

PARCEL IDENTIFICATION NO. 23-3209-001-0013

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 25 day of April, 2025, by and between S2 NBV, LLC, a Florida limited liability company (hereinafter called "**Grantor**"), whose address is 18851 NE 29TH Avenue, Suite 1011, Aventura, Florida 33180, and **EL-AD NBV LLC**, a Delaware limited liability company (hereinafter called "**Grantee**"), whose address is 150 E. Palmetto Park Road, Suite 400, Boca Raton, Florida 33432. As used herein, the terms "**Grantor**" and "**Grantee**" shall be construed to include masculine, feminine, singular or plural as the context permits or requires, and shall include heirs, personal representatives, successors or assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars ($10.00), to it in hand paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold and does hereby grant, bargain and sell to Grantee that certain real property, situated, lying and being in the County of Miami-Dade, State of Florida and legally described on Exhibit A attached hereto.

SUBJECT TO only those matters set forth on Exhibit B attached hereto and made a part hereof (the "**Permitted Exceptions**"), without reimposing same.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the improvements, licenses, tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining unto Grantee, its successors and assigns, in fee simple forever.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the aforesaid real estate; that Grantor has good right to sell and convey the same. Grantor hereby warrants the title to the aforesaid real estate and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed in its name and caused its seal to be affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

S2 NBV, LLC, a Florida limited liability company

Name: Joanna Plessis
Address: 2875 NE 191 St #701
Aventura, FL 33180

By: _____
Name: Marc Schmulian
Title: Manager

Name: Sara Sanchez
Address: 2875 NE 191 St #701
Aventura, FL 33180

STATE OF FLORIDA §

COUNTY OF MIAMI-DADE §

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on April 23, 2025, by Marc Schmulian, the Manager of S2 NBV, LLC, a Florida limited liability company, on behalf said company. He/She personally appeared before me, is personally known to me or produced _____ as identification.

NOTARIAL SEAL

JOANNA PLESSIS NOTARY PUBLIC MY COMMISSION EXPIRES 12-9-2027 STATE OF FLORIDA COMMISSION NUMBER HH 431845

_____
Notary Public, State of Florida

Joanna Plessis
Printed/Typed Name

My Commission Expires: _____

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami-Dade County, Florida more particularly described as follows:

Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (pc) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29° 11' 47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90° 00' 00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90° 00' 00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90° 00' 00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90° 00' 00" to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90° 00' 00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same May be amended or corrected.

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Real estate taxes or assessments for 2025 and subsequent years, which are not yet due and payable.
2. 10 foot easement, Dedication and Reservation shown on the Plat of Harbor Island, recorded in Plat Book 44, Page 72; as affected by Agreements by Sea Bay Corporation, a Florida corporation recorded in Book 3834, Page 184 of the Official Records of Miami-Dade County, Florida.
3. Terms and conditions of the Development Agreement between S2 NBV, LLC, a Florida limited liability company and North Bay Village, Florida, a Florida municipal corporation recorded in Book 34059, Page 4043 of the Official Records of Miami-Dade County, Florida.

ACTIVE 709842389v2

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MARCH 31, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND C OMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS LLC FOR A VARIANCE TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7938 AND 7940 WEST DRIVE WITH A REAR SETBACK OF FIFTEEN (15) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SECOND SIDE SETBACK OF SIX (6) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED “HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 839 8967 2951
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

Legal Ads and Public Notices

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Public Hearing - Planning & Zoning Board Meeting

North Bay Village | Publish Date: Mar 17, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MARCH 31, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

PROPERTY POSTING
7913 West Drive
Posting Date: March 17, 2026



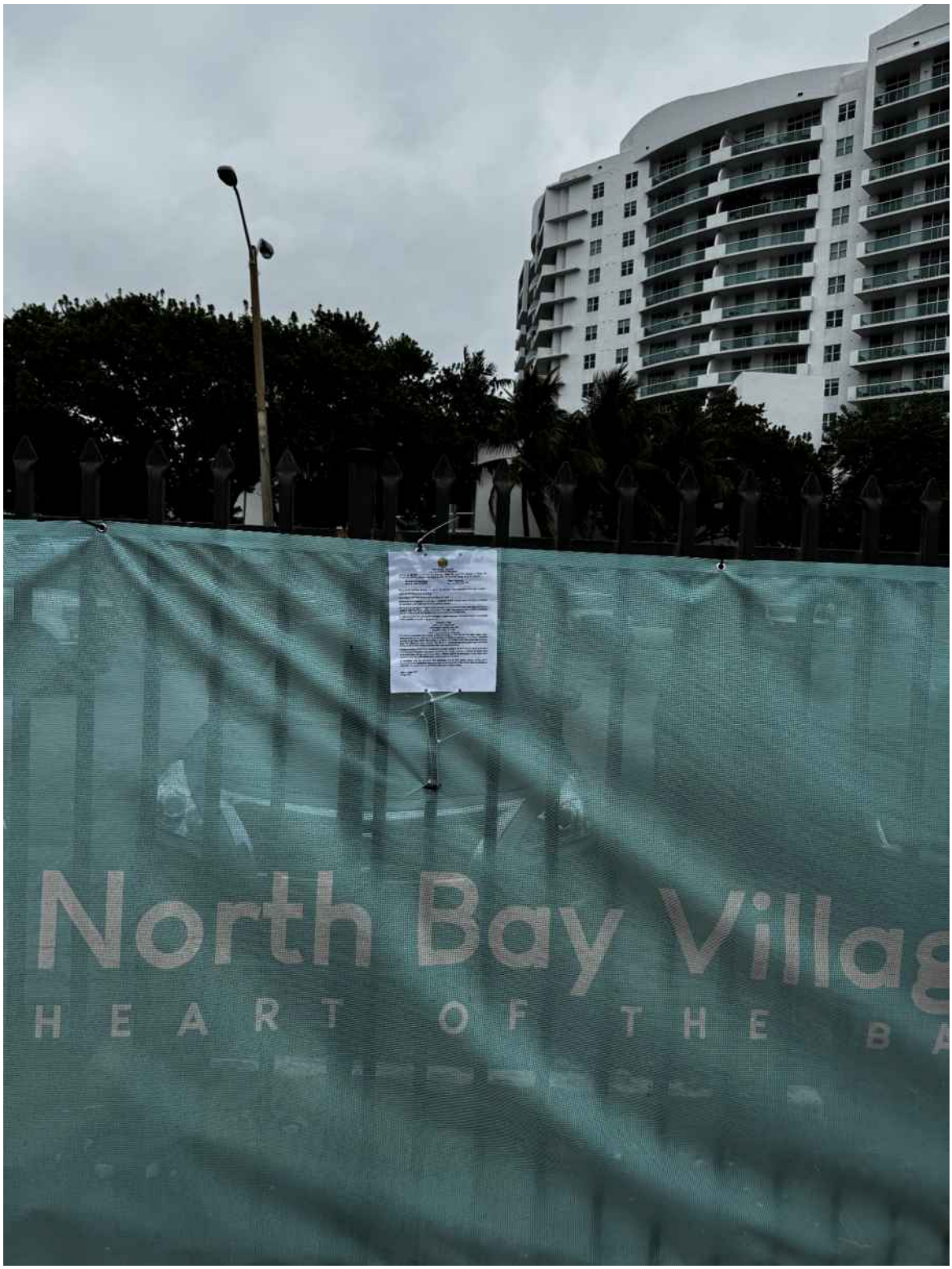
Sign 1 (View 1)



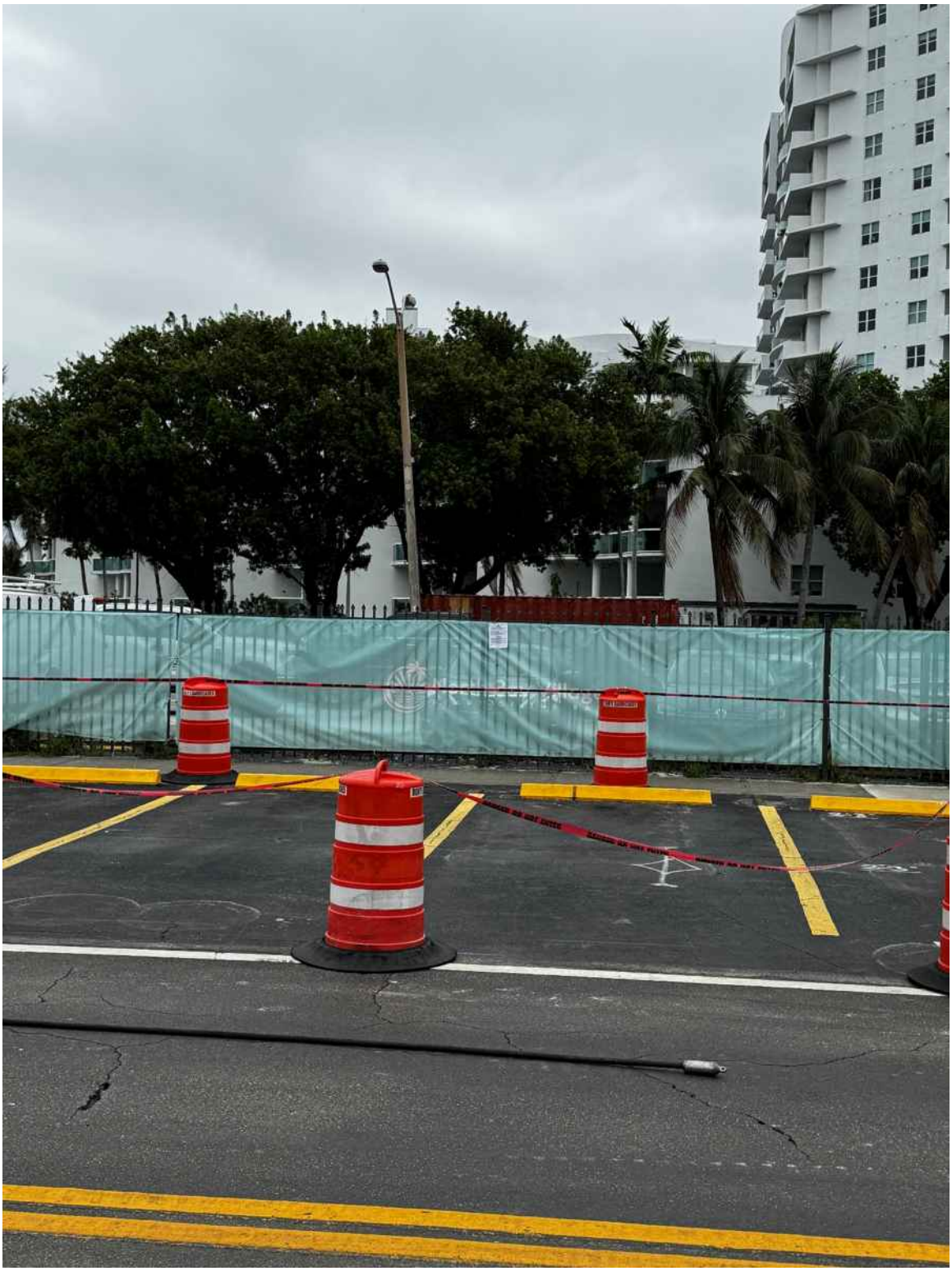
Sign 1 (View 2)



Sign 2 (View 1)



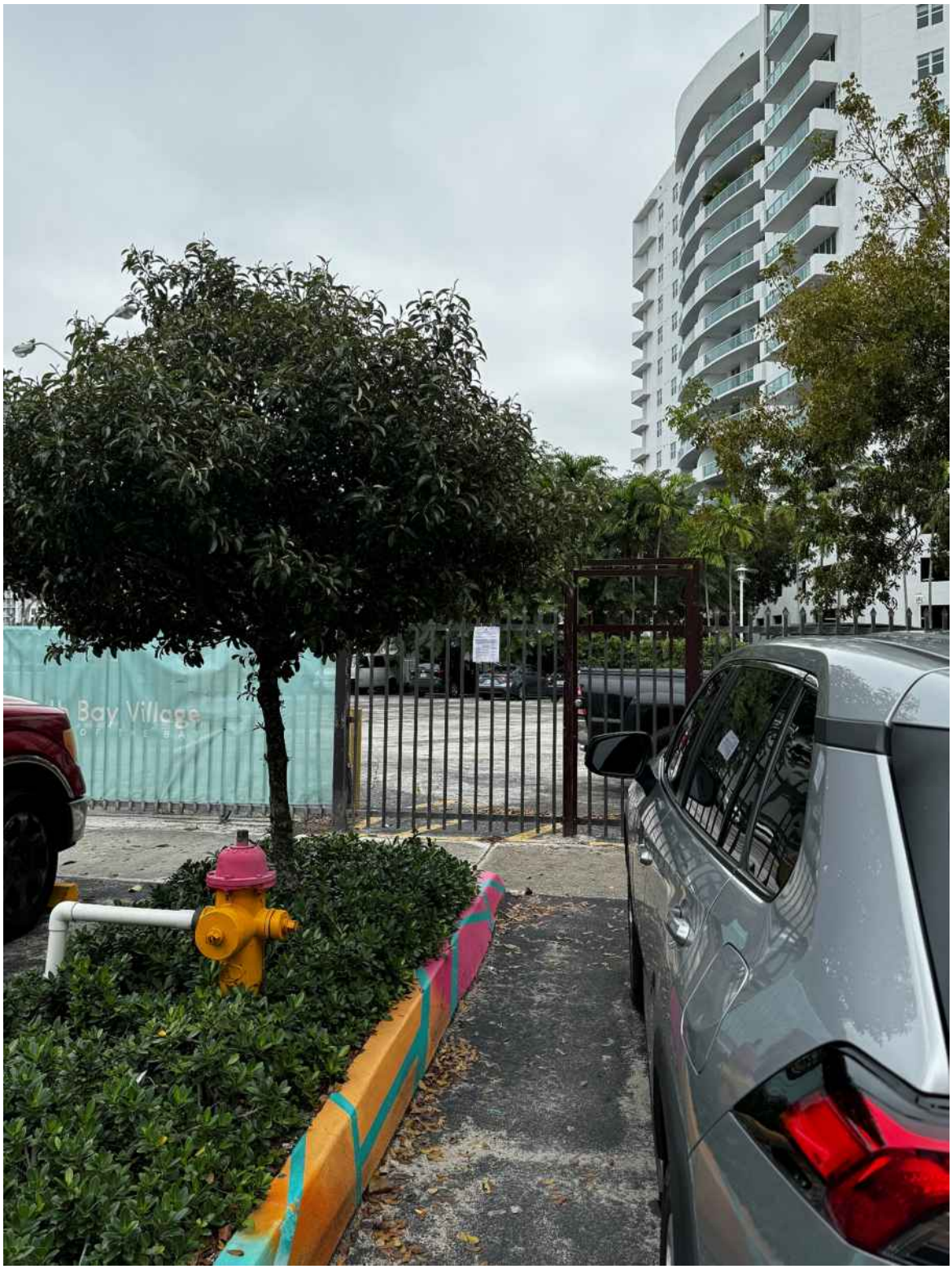
Sign 2 (View 2)



Sign 3 (View 1)



Sign 3 (View 2)



rdr miami | public hearing notification services
certified lists of property owners within a specific radius + radius maps + mailing labels + mailouts + notice of public hearing site posting
rdrmiami.com | diana@rdrmiami.com | 305.498.1614

March 18, 2026

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Property owners within 200 feet of:
FOLIO NUMBER: 23-3209-001-0013

This is to certify that the attached ownership list, map and mailing labels are a complete and accurate representation of the real estate property and property owners within 200 feet radius of the external boundaries of the subject property listed above, including the subject property. This reflects the records on file in the Miami-Dade County Property Appraisers' Office as of 3/17/2026.

I affirm the notices were sent via First Class mail on 3/18/2026.

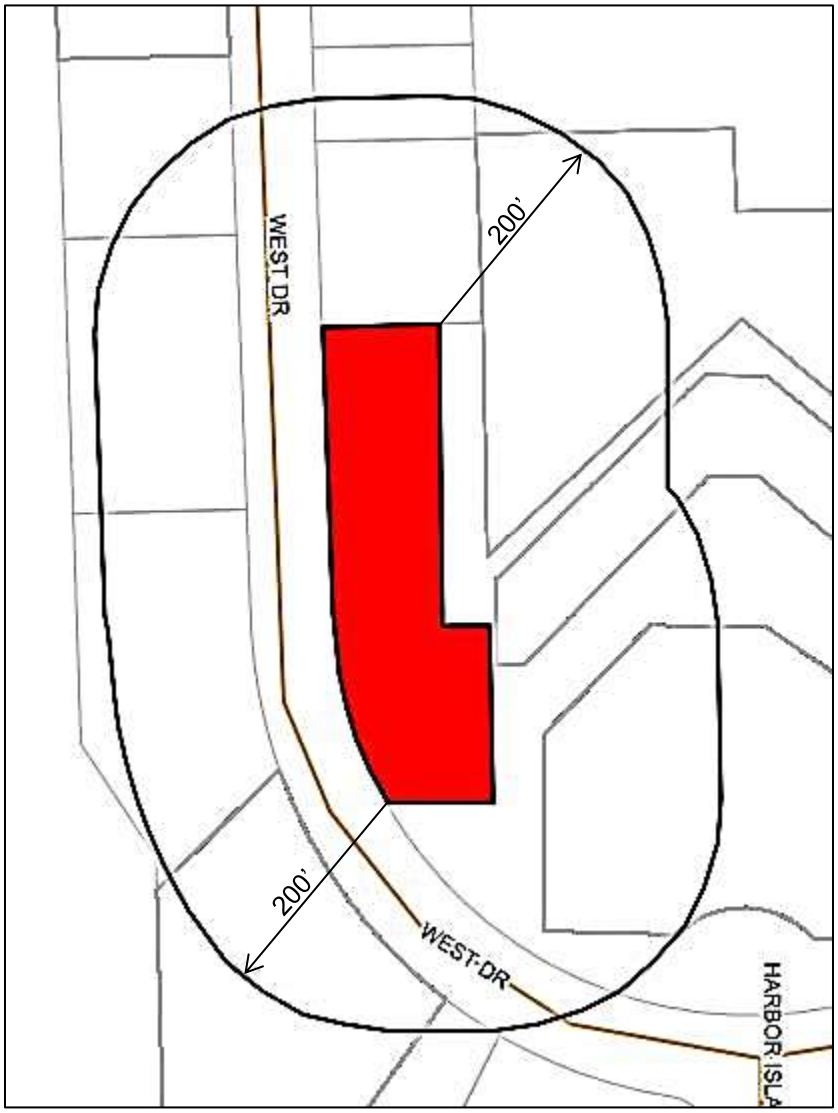
Sincerely,



Diana B. Rio

Total number of property owners without repetition: **474, including 8 international**

200' RADIUS MAP (N.T.S.)



FOLIO NUMBER: 23-3209-001-0013

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bay Village will hold Public Hearings at Village Hall, Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141 as follows:

Planning & Zoning Board	**Village Commission**
March 31, 2026, at 6:00 PM	April 21, 2026, at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: El Ad North Bay Village

LOCATION: 7913 West Drive, North Bay Village, FL 33141

REQUEST TO CONSIDER A SITE PLAN, MODIFICATION TO THE EXISTING DEVELOPMENT AGREEMENT AND TENTATIVE PLAT APPLICATIONS:

The Applicant is seeking the Village's review and approval to move forward with a multi-family development located at 7913 West Drive, totaling approximately 1.04 acres. The proposed project includes 94 residential units in a twenty-six (26) story building, with one-to-four-bedroom configurations.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing (s) to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publicomments@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://northbayvillage-fl.gov/agendas-minutes/

Pursuant to Section 286.0105, Florida Statutes if any person decides to appeal any decision made by the Board or Commission with respect to any matter considered at the meeting or hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

NAME 1	NAME 2	NAME 3	ADDRESS	CITY	STATE	ZIP	COUNTRY
CYNTHIA TRYPIS			1763 PHARMACY AVE	SCARBOROUGH ON M1T 1H4			CANADA
FRANCESCO MARCI			VIAT TASSO 25 CONCOREZZO	MONZA 20863			ITALY
JOSE M ARTURO RUANO AGUILAR LE	REM PATRICIO RUANO VALENZUELA	REM SANTIGO RUANO VALENZUELA	AVENIDA CLUB DE GOLF #51 ESTE	HUIXQUILUCAN 52779			MEXICO
KYRIAKOS RAFTIS			KYHREDDER 2	22397 HAMBURG			GERMANY
LYNE HARDY	ANDRE LAROSE		1214 RUE DIDEROT	BOISBRIAND QC J7G 3E1			CANADA
MARIA M ROA ALDANA LE	REM VALENTINA OCHOA ROA		CALLE 77B #59 61 BARRIO EL GOLF	BARRANQUILLA AT 80001			COLOMBIA
PORT CHARLOTTE INVERSION LLC			SALESIANOS 801 SAN MIGUEL	SANTIAGO DE CHILE CI 8900209CI			CHILE
TATIANA GRANO GIRALDO	ASHTON HERTRICH GIRALDO		VIA CARDINALE M MIMMI 16	BARI 70124			ITALY
103 BAYSHORE LLC			210 ROMANO AVE	CORAL GABLES	FL	33139	USA
1522 LLC			3720 FRANTZ RD	MIAMI	FL	33133	USA
306 CONDO ASSN INC			7900 HARBOR ISLAND DR	NORTH BAY VILLAGE	FL	33141	USA
360 1221 LLC			7900 HARBOR ISLAND DR #1221	NORTH BAY VILLAGE	FL	33141	USA
360 1519 PROPERTY LLC			765 CRANDON BLVD 609	KEY BISCAYNE	FL	33149	USA
360- 805 PROPERTY LLC			765 CRANDON BLVD 609	KEY BISCAYNE	FL	33149	USA
360 DEGREES HARBOR ISLAND CORP			10831 NW 29 ST	MIAMI	FL	33172	USA
360 DOCK 4 LLC			1390 BRICKELL AVE 200	MIAMI	FL	33131	USA
360 HARBOR ISLAND DR UNIT 08 LLC			901 PONCE DE LEON BLVD 601	CORAL GABLES	FL	33134	USA
360 HARBOR ISLAND DR UNIT 12 LLC			901 PONCE DE LEON BLVD 601	CORAL GABLES	FL	33134	USA
360 N BAY VLGE UNIT 821 INC			7900 HARBOR ISLAND DR #821	NORTH BAY VILLAGE	FL	33141	USA
360CONDO2525 LLC			79 N SHORE DR	MIAMI BEACH	FL	33141	USA
717 HARBOR ISLAND LLC			17672 SW 5TH ST	PEMBROKE PINES	FL	33029	USA
7900 HARBOR ISLAND DRIVE	1009A LLC		PO BOX 260563	PEMBROKE PINES	FL	33026	USA
AARON LEON	SUSAN LEON		127 ROY LN	HUNTING VALLEY	PA	19006	USA
ADRIANA LEIRO TRS	ADRIANA LEIRO REV LIV TRUST		7900 HARBOR ISLAND DR 823	NORTH BAY VILLAGE	FL	33141	USA
ADRIJANA PESIC	MAXIM DAINZON		7900 HARBOR ISLAND DR UNIT 518	NORTH BAY VILLAGE	FL	33141	USA
ALBERTA PEREZ			7900 HARBOR ISLAND DR UNIT 509	NORTH BAY VILLAGE	FL	33141	USA
ALBERTO REMENTERIA			7900 HARBOR ISLAND DR #1014	NORTH BAY VILLAGE	FL	33141	USA
ALDO PAVON CANSECO TRS	ALDO PAVON CANSECO REV TR	NELSON PENA TRS	7900 HARBOR ISLAND DR 1501	NORTH BAY VILLAGE	FL	33141	USA
ALEJANDRA BEATRIZ ROSSII ENRIQUEZ	EDUARDO ADDRIAN ENRIQUEZ		10348 NW 67 TER	DORAL	FL	33178	USA
ALELEK LLC			4885 NW 7 AVE	MIAMI	FL	33127	USA
ALEXA CEDENO	LESLIE R SCHWIMMER		7904 WEST DR UNIT 602	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDER RESSIN	REGINA RESSIN		8251 NE 12 ST	MIAMI	FL	33138	USA
ALEXANDER RESSIN	REGINA RESSIN		7900 HARBOR ISLAND DR 1015	NORTH BAY VILLAGE	FL	33141	USA
ALEXANDRE J MOUSINHO MOREIRA	ROSARIO DE F NORAT MOUSINHO		7900 HARBOR ISLAND DR 1010	NORTH BAY VILLAGE	FL	33141	USA
ALFREDO TEJEDA SAMAME	REBECA BROUWER DE TEJEDA		7900 HARBOR ISLAND DR APT 721	NORTH BAY VILLAGE	FL	33141	USA
ALICIA A CHIPY			7900 HARBOR ISLAND DR #503	NORTH BAY VILLAGE	FL	33141	USA
ALIRIO GOMEZ	DORIS GOMEZ	DAVID GOMEZ	7900 HARBOR ISLAND DR #814	NORTH BAY VILLAGE	FL	33141	USA
ALL MAN CORP			PO BOX 982	NEW YORK	NY	10024	USA
ALLAN VILLAFANA			7918 HARBOR ISLAND DR #107	NORTH BAY VILLAGE	FL	33141	USA
ALONSO ACEBES SEVILLA &W	MARIA DEL CARMEN HURRLE DIAZ		7900 HARBOR ISLAND DR #906	NORTH BAY VILLAGE	FL	33141	USA
ALONSO LEYTON	FLORENCIA LEYTON		7900 HARBOR ISLAND DR 1118	NORTH BAY VILLAGE	FL	33141	USA
ALPHONSO MORGAN			7904 WEST DR 601	NORTH BAY VILLAGE	FL	33141	USA
ALVAN MYLES RUBIN			7918 HARBOR ISLAND DR 307	NORTH BAY VILLAGE	FL	33141	USA
AMARILIS MORAN ALVAREZ TRS	NIM FAMILY TR		3521 N 32 TER	HOLLYWOOD	FL	33021	USA
AMIT SHARMA			7900 HARBOR ISLAND DR 923	NORTH BAY VILLAGE	FL	33141	USA
AMLUVAS LLC			1240 NE 153 ST	NORTH MIAMI BEACH	FL	33162	USA
AMOL CHAUDHARI	DEEPA MALLEESWARAN		7904 WEST DR 203	NORTH BAY VILLAGE	FL	33141	USA
AMPARO ALMAGUER			360 HARBOR ISLAND DR UNIT 1	NORTH BAY VILLAGE	FL	33141	USA
AMPARO ALMAGUER			14813 SW 30 TER	MIAMI	FL	33185	USA
AMPARO ALMAGUER SANCHEZ			14813 SW 30 TER	MIAMI	FL	33185	USA
AMV HOLDINGS LLC			1390 S DIXIE HWY STE 1309	CORAL GABLES	FL	33146	USA
AMV INVESTMENTS LLC			1424 NE MIAMI PL 1714	MIAMI	FL	33132	USA

ANA M ROJAS TRS	ANA M ROJAS REV TR	GUSTAVO ROJAS TRS	7900 HARBOR ISLAND DR 1023	NORTH BAY VILLAGE	FL	33141	USA
ANABEL VICTORIA MONTOYA	ALBERTO A PINZON ROVIRA		7900 HARBOR ISLAND DR 604	NORTH BAY VILLAGE	FL	33141	USA
ANALILI MEDINA MORELL	ARTURO L MURILLO FIGUEROA		7900 HARBOR ISLAND DR 709	NORTH BAY VILLAGE	FL	33141	USA
ANDREINA LOPEZ MENDEZ			7900 HARBOR ISLAND DR #517	NORTH BAY VILLAGE	FL	33141	USA
ANDRES TABARES			7149 AMINDA ST	SHAWNEE	KS	66227	USA
ANDREW JACOB KRANZ			10103 MIKADO LN	ROYAL PALM BEACH	FL	33411	USA
ANETTE MOURIER			7900 HARBOR ISLAND DR 1012	NORTH BAY VILLAGE	FL	33141	USA
ANGEL BETANCOURT			7900 HARBOR ISLAND DR #1004	NORTH BAY VILLAGE	FL	33141	USA
ANGEL N DIAZ NORRMAN	ANGEL NARCISO DIAZ		7900 HARBOR ISLAND DR 619	NORTH BAY VILLAGE	FL	33141	USA
ANGELA MANTILLA MORIMOTO	NORIO MORIMOTO		572 LINSEY AVE	SCHAUMBURG	IL	60914	USA
ANTHONY G STANLEY &	GEORGE M STANLEY &W JACQUELINE		7900 HARBOR ISLAND DR #1514	NORTH BAY VILLAGE	FL	33141	USA
ANTONIO ALEJANDRO ASLAN SUAREZ LE	REM EMILIO ASLAN TARZIKHAN		7904 WEST DR 801	NORTH BAY VILLAGE	FL	33141	USA
ANTONIO MIRAGLIA			7900 HARBOR ISLAND DR #602	NORTH BAY VILLAGE	FL	33141	USA
ANYNAMEIWANT LIMITED LIABILITY CO			9933 E BROADVIEW DR	BAY HARBOUR ISLANDS	FL	33154-1118	USA
ARIANNA POLENGHI	EDOARDO CANDIAN		7904 WEST DR 316	NORTH BAY VILLAGE	FL	33141	USA
ASTRO TOOLS RENTAL AND SALES INC			633 NE 79 ST	MIAMI	FL	33138	USA
ASTRO TOOLS RENTALS AND SALES			7904 WEST DR 908	NORTH BAY VILLAGE	FL	33141	USA
BARBARA BARREIRO			7904 WEST DR 216	NORTH BAY VILLAGE	FL	33141	USA
BAYSHORE 116 LLC			7792 NW 54 ST	DORAL	FL	33166	USA
BAYSHORE 814 LLC			7792 NW 54 ST	DORAL	FL	33166	USA
BAYSHORE YACHT & TENNIS CLUB ASSN			7904 WEST DR #13	NORTH BAY VILLAGE	FL	33141	USA
BAYSHORE YACHT AND TENNIS	CLUB CONDO ASSOC INC		7904 WEST DR	NORTH BAY VILLAGE	FL	33141	USA
BAYSHORE YACHT CLUB LLC			7904 WEST DR	NORTH BAY VILLAGE	FL	33141	USA
BELKIS SHAH			7900 HARBOR ISLAND DR UNIT 819	NORTH BAY VILLAGE	FL	33141	USA
BH 790411 FLR LLC			PO BOX 414449	MIAMI BEACH	FL	33141	USA
BIBIANA PATRICIA MAYORGA HENAO			7900 HARBOR ISLAND DR 510	NORTH BAY VILLAGE	FL	33141	USA
BIGBEE INTERNATIONAL LLC			1110 BRICKELL AVE STE 310	MIAMI	FL	33131	USA
BLUE WEST 408 LLC			15525 SW 83 AVE	MIAMI	FL	33157	USA
BOB CHAMORRO	PATRICIA M ANGLERO CARRERO		7900 HARBOR ISLAND DR 1016	NORTH BAY VILLAGE	FL	33141	USA
BOBBY BORA			43 KINSELLA ST	DIX HILLS	NY	11746	USA
BOBBY BORA			7914 HARBOR ISLAND DR 206	NORTH BAY VILLAGE	FL	33141	USA
BOGA STYLE LLC			2655 LEJEUNE RD STE 508	CORAL GABLES	FL	33134	USA
BRETT HARRIS			7900 HARBOR ISLAND DR 617	NORTH BAY VILLAGE	FL	33141	USA
BRYAN T HALDA TRS	BRYAN T HALDA AND ABRAHAM E	HERNANDEZ LOPEZ REVOCABLE TR	7914 HARBOR ISLAND DR 305	NORTH BAY VILLAGE	FL	33141	USA
BULL69 LLC			7904 WEST DR 416	NORTH BAY VILLAGE	FL	33141	USA
BURT R GONZALES &W	ANDRE A. GONZALES &W CONSTANCE J		7900 HARBOR ISLAND DR #1210	NORTH BAY VILLAGE	FL	33141	USA
CADILLAC HOTEL LTD			6565 COLLINS AVE	MIAMI BEACH	FL	33141	USA
CARLOS A DA COSTA PEREIRA	SARAH VIVIANE MARTINI		7900 HARBOR ISLAND DR 525	NORTH BAY VILLAGE	FL	33141	USA
CARLOS A PENAHERRERA			7900 HARBOR ISLAND DR 1202	NORTH BAY VILLAGE	FL	33141	USA
CARLOS JURADO & ZULMA E JURADO			7900 HARBOR ISLAND DR #822	NORTH BAY VILLAGE	FL	33141	USA
CARLOS M QUINONES INC			RR#1 BOX 29	CAROLINA	PR	00979	PUERTO RICO
CARLOS MANUEL PORTELA			7900 HARBOR ISLAND DR 1108	NORTH BAY VILLAGE	FL	33141	USA
CARLOS MONTANDON BORGES			900 BISCAYNE BLVD #2008	MIAMI	FL	33132	USA
CARLOS MONTANDON BORGES			7900 HARBOR ISLAND DR #612	NORTH BAY VILLAGE	FL	33141	USA
CAROLINA BRAGA LARA	GUILHERME AUGUSTO PONTES ARASHIRO		7914 HARBOR ISLAND DR 302	NORTH BAY VILLAGE	FL	33141	USA
CASEY SUPPLE			7900 HARBOR ISLAND DR 1523	NORTH BAY VILLAGE	FL	33141	USA
CATALINA ARRUFERIA CORREA	FERNANDO SANCHEZ AEDO		7900 HARBOR ISLAND DR 723	NORTH BAY VILLAGE	FL	33141	USA
CATHERINE PATRICK			7904 WEST DR 414	NORTH BAY VILLAGE	FL	33141	USA
CERRO HONDO LLC	C/O MARIO OJEDA		7900 HARBOR ISLAND DR #820	NORTH BAY VILLAGE	FL	33141	USA
CESAR FALCON			7904 WEST DR 308	NORTH BAY VILLAGE	FL	33141	USA
CESARE CAVALLAZZI TORRES			7900 HARBOR ISLAND DR 716	NORTH BAY VILLAGE	FL	33141	USA
CHIN PU HWANG			7914 HARBOR ISLAND DR #106	NORTH BAY VILLAGE	FL	33141	USA
CHRISTIAN ARRUBLA			2358 TIGERTAIL AVE	MIAMI	FL	33133	USA

CHRISTINA K KOPPES			7918 HARBOR ISLAND DR #210	NORTH BAY VILLAGE	FL	33141	USA
CHRISTOPHER P MAIORANA	LISA MAIORANA		7900 HARBOR ISLAND DR A715	NORTH BAY VILLAGE	FL	33141	USA
CHUNJING LIU &W JUAN YANG			7900 HARBOR ISLAND DR #1001	NORTH BAY VILLAGE	FL	33141	USA
CITY OF NORTH BAY VILLAGE			1666 KENNEDY CSWY STE 700	NORTH BAY VILLAGE	FL	33141	USA
CL AND NB LLC			7315 CARLYLE AVE #16	MIAMI BEACH	FL	33141	USA
CL AND NB LLC			7904 WEST DR 106	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIA PATRICIA SEQUERA			7900 HARBOR ISLAND DR 1223	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIA PINTO			7900 HARBOR ISLAND DR 506	NORTH BAY VILLAGE	FL	33141	USA
CLB 410 INVESTMENTS LLC			2 S BISCAYNE BLVD STE 1600	MIAMI	FL	33131	USA
CLEMENCIA MEZA TRS	CLEMENICA MEZA AND HUGO	PORTELLA IRR LIV TRUST	7904 WEST DR #RU 914	NORTH BAY VILLAGE	FL	33141	USA
COMBUSCAL LLC			5445 COLLINS AVE 1504	MIAMI BEACH	FL	33140	USA
COMMUNITY 706 INC			7900 HARBOR ISLAND DR #706	NORTH BAY VILLAGE	FL	33141	USA
CONAGUA LLC			12925 NW 1 CT	MIAMI	FL	33168	USA
CORREAL LONDONO INVERSIONES INC			7900 HARBOR ISLAND DR #515	NORTH BAY VILLAGE	FL	33141	USA
COSTAS LLC			18305 BISCAYNE BLVD STE 216	AVENTURA	FL	33160	USA
CRICETINA2000 CORP			1390 BRICKELL AVE STE 104	MIAMI	FL	33131	USA
DAMIAN ANDUJAR	JORGE A ANDUJAR		7900 HARBOR ISLAND DR 504	NORTH BAY VILLAGE	FL	33141	USA
DANIELA JIMENEZ			7900 HARBOR ISLAND DR 1110	NORTH BAY VILLAGE	FL	33141	USA
DAVID MANUEL RUBINSTEIN			7918 HARBOR ISLAND DR APT 109	NORTH BAY VILLAGE	FL	33141	USA
DE BRASI INVESTMENTS INC			7900 HARBOR ISLAND DR #1124	NORTH BAY VILLAGE	FL	33141	USA
DEEP HILL LLC			7951 RIVIERA BLVD STE 210	MIRAMAR	FL	33023	USA
DEWI POLINA			7900 HARBOR ISLAND DR PH14	NORTH BAY VILLAGE	FL	33141	USA
DIANA HELLIWELL			7900 HARBOR ISLAND DR UNIT 1002	NORTH BAY VILLAGE	FL	33141	USA
DIARY HOLDINGS II LLC			6 HILLCREST AVE	WEST ORANGE	NJ	07052	USA
DINORAH MARIA ADAN			10078 SW 142 PL	MIAMI	FL	33186	USA
DIOGO MOTTA KUNTZER			7900 HARBOR ISLAND DR 1520	NORTH BAY VILLAGE	FL	33141	USA
DIVERSIFIED PROPERTY AND	VENTURES PARTNERS		7904 WEST DR 807	NORTH BAY VILLAGE	FL	33141	USA
DJ & P FLORIDA CORP			7904 WEST DR 612	NORTH BAY VILLAGE	FL	33141	USA
DOMA FAMILY INVESTMENTS LLC			7900 HARBOR ISLAND DR 1513	NORTH BAY VILLAGE	FL	33141	USA
DULCE MARIA MANDAT LE	REM GUILLERMO MANDAT		7918 HARBOR ISLAND DR #208	NORTH BAY VILLAGE	FL	33141	USA
DUVILEMARE LLC			5601 COLLINS AVE	MIAMI BEACH	FL	33140	USA
E & V HOLDINGS LLC			PO BOX 79769	HOUSTON	TX	77279	USA
EDGARD BONILLA			288 SHERMAN AVE	NEW HAVEN	CT	06511	USA
EDUARDO ALEJANDRO BRICENO RAMOS	EMILIO ALBERTO FERNANDEZ MARINEZ		7900 HARBOR ISLAND DR 1219	NORTH BAY VILLAGE	FL	33141	USA
EDWARD JOSEPH DELLER			300 VILLAGE DR APT 707	KING OF PRUSSIA	PA	19406	USA
EL AD NBV LLC			150 E PALMETTO PARK RD 400	BOCA RATON	FL	33432	USA
EL CHUPE LLC			3083 SW 138 AVE	MIRAMAR	FL	33027	USA
ELCANI LLC			650 WEST AVE #PH17	MIAMI BEACH	FL	33141	USA
ELINA ALEJANDRA BALBI BAUZON			7900 HARBOR ISLAND DR 1408	NORTH BAY VILLAGE	FL	33141	USA
ELINA BALBI BAUZON			7900 HARBOR ISLAND DR 1408	NORTH BAY VILLAGE	FL	33141	USA
ELNOS GROUP LLC			5084 SW 164 AVE	MIRAMAR	FL	33027	USA
ELVA E WILLIAMS LE	REM NICOLE M PINERO	KELVIN J PINERO JR	7900 HARBOR ISLAND DR 701A	NORTH BAY VILLAGE	FL	33141	USA
EMELER 1024 LLC			4770 BISCAYNE BLVD 1430	MIAMI	FL	33137	USA
EMILIO A FERNANDEZ MARINEZ	EDUARDO A BRICENO RAMOS		7900 HARBOR ISLAND DR 1211	NORTH BAY VILLAGE	FL	33141	USA
EMIR GOKHAN YUKSEK			19101 MYSTIC POINTE DR 501	AVENTURA	FL	33180	USA
ENRIQUE SUAREZ	LAURIE SUAREZ		10490 SW 138 ST	MIAMI	FL	33176	USA
ENVINTRA LLC			9001 SW 77 AVE C601	MIAMI	FL	33156	USA
ERIK OSINGA	ALEXANDRA PETERS		7900 HARBOR ISLAND DR 1525	NORTH BAY VILLAGE	FL	33141	USA
EVA MUCHO			7918 HARBOR ISLAND DR 309	NORTH BAY VILLAGE	FL	33141	USA
FABIAN G LOPEZ			7900 HARBOR ISLAND DR APT 1007	NORTH BAY VILLAGE	FL	33141	USA
FABIO SANTOS LOPEZ	JULIANA GOMES DE OLIVEIRA VOTTO		7900 HARBOR ISLAND DR 526	NORTH BAY VILLAGE	FL	33141	USA
FELIPE BETANCUR			7900 HARBOR ISLAND DR 1105	NORTH BAY VILLAGE	FL	33141	USA
FERNANDO J BARREIRO MURIEL			3800 OCEAN DR UNIT 1517	HOLLYWOOD	FL	33019	USA

FERRET & ZAMPATTI LLC			7751 NE BAYSHORE CT 6C	MIAMI	FL	33138	USA
FILMAR GROUP LLC			258 MONROE AVE	WYCKOFF	NJ	07481	USA
FLORIDA DOMUS LLC			310 ARTHUR GODFREY RD	MIAMI BEACH	FL	33140	USA
FLORTIAN LLC			8877 COLLINS AVE 910	SURFSIDE	FL	33154	USA
FRANCISCO JAVIER ROLO			10618 NE 11 CT	MIAMI SHORES	FL	33138	USA
FRANCISCO JAVIER ROMERA VILLA	SILVIA ALVAREZ GARCIA		7904 WEST DR 808	NORTH BAY VILLAGE	FL	33141	USA
FRANCK RUTBI			7900 HARBOR ISLAND DR #PH18	NORTH BAY VILLAGE	FL	33141	USA
FRANK MUNOZ			7904 WEST DR 212	NORTH BAY VILLAGE	FL	33141	USA
FRANZ DORSCHNER TRS	DORSCHNER FAMILY REV TR	NICOLA DORSCHNER TRS	11640 COURT OF PALMS 504	FORT MYERS	FL	33908	USA
FREDERICK B DANNER	CHRISTINE M DANNER	LOUIS G DANNER	7900 HARBOR ISLAND DR 1509	NORTH BAY VILLAGE	FL	33141	USA
GABRIEL ALBERTO REYES RUIZ			11807 SW 154 PATH	MIAMI	FL	33196	USA
GABRIEL MERA MIYARES			7900 HARBOR ISLAND DR 521	NORTH BAY VILLAGE	FL	33141	USA
GABY AND TONY LLC			111 3RD SAN MARINO TER	MIAMI BEACH	FL	33139	USA
GANIMEDES JOSE GOMEZ CARVAJAL	MARIA L Z FERNANDEZ DE GOMEZ		7900 HARBOR ISLAND DR 1026	NORTH BAY VILLAGE	FL	33141	USA
GATOR HARBOR WEST LTD			7850 NW 146 ST 4TH FLOOR	MIAMI LAKES	FL	33016	USA
GENTO GROUP OF FLORIDA INC			100 SW 10 ST	MIAMI	FL	33130	USA
GERMAN DUBOIS III			7900 HARBOR ISLAND DR 1418	NORTH BAY VILLAGE	FL	33141	USA
GIACOMO CALABRESE			7900 HARBOR ISLAND DR #809	NORTH BAY VILLAGE	FL	33141	USA
GILLES DANIERE			7904 WEST DR 101	NORTH BAY VILLAGE	FL	33141	USA
GINA M ALBARELLO SANDOVAL			7900 HARBOR ISLAND DR #1117	NORTH BAY VILLAGE	FL	33141	USA
GREAT SUNSET CORP			134 S DIXIE HWY STE 216	HALLANDALE BEACH	FL	33009	USA
GRECO FELIPE CAREGARO ROLON	ELIKA PEDROSA KAZURAYAMA		7900 HARBOR ISLAND DR 507	NORTH BAY VILLAGE	FL	33141	USA
GUILLERMO BOLIVAR	OLGA CECILIA BOLIVAR		7900 HARBOR ISLAND DR 924	NORTH BAY VILLAGE	FL	33141	USA
GUNSELI ERDOGAN			1900 HARBOR ISLAND DR #712	NORTH BAY VILLAGE	FL	33141	USA
GUSGA 360 LLC			7900 HARBOR ISLAND DR A714	NORTH BAY VILLAGE	FL	33141	USA
H I 1215 PROPERTIES CORP			7900 HARBOR ISLAND DR STE 1215	NORTH BAY VILLAGE	FL	33141	USA
H I 1215 PROPERTIES CORP			7900 HARBOR ISLAND DR UNIT #1208	NORTH BAY VILLAGE	FL	33141	USA
HANNA YOUSSEF YOUSSEF			7900 HARBOR ISLAND DR 921	NORTH BAY VILLAGE	FL	33141	USA
HAO ZHENG			7900 HARBOR ISLAND DR #1125	NORTH BAY VILLAGE	FL	33141	USA
HARBOR 360 LLC			799 CRANDON BLVD 807	KEY BISCAYNE	FL	33149	USA
HARBOR 7900 LLC			7900 HARBOR ISLAND DR #1426	NORTH BAY VILLAGE	FL	33141	USA
HARLEY DREILING			7900 HARBOR ISLAND DR 1019	NORTH BAY VILLAGE	FL	33141	USA
HARRINGTON INTERNATIONAL	LIMITED PARTNERSHIP		16192 COASTAL HIGHWAY	LEWES	DE	19958	USA
HARRINGTON INTERNATIONAL	LIMITED PARTNERSHIP		7904 WEST DR 108	NORTH BAY VILLAGE	FL	33141	USA
HEATHER FOX 16 LLC			7904 WEST DR 611	NORTH BAY VILLAGE	FL	33141	USA
HENRY J AGUILAR CORDOVA LE	LUISA ELENA BELLO DE AGUILAR LE	REM HEILLY P AGUILAR CASTILLO	460 NE 28 ST UNIT 3003	MIAMI	FL	33137	USA
HERBERT ALONSO LEYTON			7900 HARBOR ISLAND DR PH15	NORTH BAY VILLAGE	FL	33141	USA
HEYA DESIGN GROUP INC			169 E FLAGLER ST 1002	MIAMI	FL	33131	USA
HEYDAR SHAHROKH			1182 WELLESLEY AVE #301	LOS ANGELES	CA	90049	USA
HIALEAH INVESTMENT GROUP LLC			2125 BISCAYNE BLVD 204 20614	MIAMI	FL	33137	USA
HOLLY WELLINGTON			1901 LUDLAM DR	MIAMI	FL	33166	USA
HOME LENDING SOLUTIONS LLC			7914 HARBOR ISLAND DR 306	NORTH BAY VILLAGE	FL	33141	USA
HORACIO ENRIQUE SEGAL			36 BLACK HORSE RUN	CANDLER	NC	28715	USA
HORACIO G JASIN	PATRICIA JASIN		7900 HARBOR ISLAND DR 1201	NORTH BAY VILLAGE	FL	33141	USA
ICPEMIR LLC			18851 NE 29 AVE STE 900	AVENTURA	FL	33180	USA
ILDEFONSO GONCALVES CALDEIRA	JARROD WILKINS		7900 HARBOR ISLAND DR 1423	NORTH BAY VILLAGE	FL	33141	USA
INDIRA INVESTMENT GROUP LLC			3131 NE 7 AVE #2602	MIAMI	FL	33137	USA
INTERCOPOLI LLC			1680 MICHIGAN AVE STE 700	MIAMI BEACH	FL	33139	USA
INTERNATIONAL REAL ESTATE	GROUP LLC		5830 EAST 2 ST 7000 23003	CASPER	WY	82609	USA
IRIS RODRIGUEZ			7900 HARBOR ISLAND DR 807	NORTH BAY VILLAGE	FL	33141	USA
IRMA GARCIA TRS	THE GARCIA MARIN REVOCABLE TRUST	YERSON GARCIA	1411 LAKE CANDLEWOOD CT	MIAMI LAKES	FL	33014	USA
ISA MICHIELI PHILLIPS TRS	ISA MICHIELI PHILLIPS DECLARATION	OF TRUST	19131 NE 20 CT	NORTH MIAMI BEACH	FL	33179	USA
ISRAEL A GONZALEZ			7914 HARBOR ISLAND DR #301	NORTH BAY VILLAGE	FL	33141	USA

IVAN JAVIER TORRES ZAMBRANO			7900 HARBOR ISLAND DR 1008	NORTH BAY VILLAGE	FL	33141	USA
J AND B REAL ESTATE HOLDINGS INC			171 RISING MEADOW WAY	EAST STROUDSBURG	PA	18302	USA
J&G USA INVESTMENTS LLC			11200 PINES BLVD STE 200	NORTH BAY VILLAGE	FL	33141	USA
JAMAL R BROWN &W	JANET PEREZ BROWN		232 BALD EAGLE DR	STEWARTVILLE	NJ	08886	USA
JANIS KLEIN COHEN LE	REM HARRY YOUNG	REM BRITTANY YOUNG	7904 WEST DR APT 507	NORTH BAY VILLAGE	FL	33141	USA
JAVIER BEREZDIVIN	PATRICIA L BEREZDIVIN		7900 HARBOR ISLAND DR UNIT 1112	NORTH BAY VILLAGE	FL	33141	USA
JAY JACKEWICZ			7904 WEST DR 1011	NORTH BAY VILLAGE	FL	33141	USA
JENNIFER L MARSHIE	JOHN P MARSHIE		7900 HARBOR ISLAND DR 1206	NORTH BAY VILLAGE	FL	33141	USA
JOCELYN MARIANA BAEZ	IDALIA BAEZ ROA		7900 HARBOR ISLAND DR #621	NORTH BAY VILLAGE	FL	33141	USA
JOEL DE LA PAZ			7900 HARBOR ISLAND DR #520	NORTH BAY VILLAGE	FL	33141	USA
JOELLE ACHE LE	MICHEL ACHE LE	REM CAROLINE ACHE ENCAOUA	7900 HARBOR ISLAND DR 1220	NORTH BAY VILLAGE	FL	33141	USA
JOHN DERRICK DEGRAAF			15925 SW 136 TER	MIAMI	FL	33196-1813	USA
JOHN QUINTANA			PO BOX 2596	SHAMONG	NJ	08088	USA
JONATHAN NESSIM NAIM TRS	THE JONATHAN NESSIM NAIM REV TR	STEPHANIE AVIVIT AVITAN TRS	7421 COQUINA DR	NORTH BAY VILLAGE	FL	33141	USA
JONLOJOY LLC			700 E DANIA BEACH BLVD 202	DANIA	FL	33004	USA
JORGE CABRERA LE	REM REBECA CABRERA	REM JORGE GABRIEL CABRERA	502 HOSTOS AVE	SAN JUAN	PR	00918-3231	PUERTO RICO
JORGE GONZALEZ			7900 HARBOR ISLAND DR #PH05	NORTH BAY VILLAGE	FL	33141	USA
JOSE ANDRADE	NAIR ANDRADE		411 WOOD ST	NEW BEDFORD	MA	02745	USA
JOSE BENREY	OLEVA BENREY		7900 HARBOR ISLAND DR 1518	NORTH BAY VILLAGE	FL	33141	USA
JOSE J MOUNSAMY			7904 WEST DR #717	NORTH BAY VILLAGE	FL	33141	USA
JOSE M JUNCO			7904 WEST DR #607	NORTH BAY VILLAGE	FL	33141	USA
JOSE SANTOS VEGA RIVERA	LILA MARTINA GUZMAN CALDERON	CESAR EDUARDO VEGA GUZMAN	7900 HARBOR ISLAND DR 1526	NORTH BAY VILLAGE	FL	33141	USA
JOSEPH J KIM	JOHANA KWEON		7900 HARBOR ISLAND DR 1018	NORTH BAY VILLAGE	FL	33141	USA
JOSHUA DAVID MCINERNEY	KATALINA FERNANDEZ MCINERNEY		7900 HARBOR ISLAND DR PH 16	NORTH BAY VILLAGE	FL	33141	USA
JUAN CARLOS DI PIETRO TRS	IN GOD WE TR		1980 S OCEAN DR #7P	HALLANDALE BEACH	FL	33009	USA
JUAN DAVID HERNANDEZ	NATALIA BOLIVAR	GUILLERMO LEON BOLIVAR	1865 79 ST CAUSEWAY 8N	NORTH BAY VILLAGE	FL	33141	USA
JUAN DEL CARPIO LE	LUZ DEL CARPIO LE	REM PATRICIA MARIA DEL CARPIO	7900 HARBOR ISLAND DR APT 1204	NORTH BAY VILLAGE	FL	33141	USA
JUAN HERNANDEZ			7900 HARBOR ISLAND DR 1410	NORTH BAY VILLAGE	FL	33141	USA
JUAN L MUNOZ			7900 HARBOR ISLAND DR 808	NORTH BAY VILLAGE	FL	33141	USA
JUANFLOLU INVESTMENT LLC			2320 HOLYWOOD BLVD	HOLLYWOOD	FL	33020	USA
JUANFLOLU INVESTMENT LLC			614 N STATE RD 7	HOLLYWOOD	FL	33021	USA
JUCLATI INC			19380 COLLINS AVE 801	SUNNY ISLES BEACH	FL	33160	USA
JULIO C RIVERO VENEREO			301 NE MIAMI GARDNES DR 1625W	NORTH MIAMI BEACH	FL	33179	USA
JULIO CARIDAD RIVERO VENEREO			7904 WEST DR 112	NORTH BAY VILLAGE	FL	33141	USA
JULIO CESAR POTENZIANI TRS	POTENZIANIS REV LIV TR	ROSELLA P DE POTENZIANI TRS	7900 HARBOR ISLAND DR 1218	NORTH BAY VILLAGE	FL	33141	USA
JUNMEI XIE	YIFEI XIE		7904 WEST DR 515	NORTH BAY VILLAGE	FL	33141	USA
KAREN ALAMO PICHARA			7900 HARBOR ISLAND DR 708	NORTH BAY VILLAGE	FL	33141	USA
KASSANDRA BOSIRE			7904 WEST DR 1002	NORTH BAY VILLAGE	FL	33141	USA
KATE SULLIVAN LLC			201 178 DR	SUNNY ISLES BEACH	FL	33160	USA
KATHARINA LABOURE 1984 INC			7900 HARBOR ISLAND DR #1409	NORTH BAY VILLAGE	FL	33141	USA
KATHI THURSTON			7900 HARBOR ISLAND DR 1420	NORTH BAY VILLAGE	FL	33141	USA
KAYMAR USA LLC			40 SW 13 ST STE 703	MIAMI	FL	33130	USA
KEVIN HARGADON			7900 HARBOR ISLAND DR #1211	NORTH BAY VILLAGE	FL	33141	USA
KEVIN ROHALMIN			7900 HARBOR ISLAND DR #1225	NORTH BAY VILLAGE	FL	33141	USA
KHALEEM GIBRAN BABOOLAL			7900 HARBOR ISLAND DR #PH8	NORTH BAY VILLAGE	FL	33141	USA
KKMZH LLC			7511 COQUINA DR	NORTH BAY VILLAGE	FL	33141	USA
KRIZEVACK CORP			7900 HARBOR ISLAND DR #917-A	NORTH BAY VILLAGE	FL	33141	USA
KRYSTAL ASANTI BATES			7900 HARBOR ISLAND DR 1205	NORTH BAY VILLAGE	FL	33141	USA
KYRIAKOS RAFTIS			7900 HARBOR ISLAND DR #803	NORTH BAY VILLAGE	FL	33141	USA
LA GRACIELLA LLC			3553 82 STREET APT 2C	JACKSON HEIGHTS	NY	11372	USA
LAILA DARDAS TRS			8401 OLD SEVEN LOCKS RD	BETHESDA	MD	20817	USA
LAPA LLC			7601 E TREASURE DR PH 116	NORTH BAY VILLAGE	FL	33141	USA
LAURA LAURENTI			7904 WEST DR #512	NORTH BAY VILLAGE	FL	33141	USA

L'ECLUSE LLC			7900 HARBOR ISLAND DR PH 22	NORTH BAY VILLAGE	FL	33141	USA
LEONIDAS MANUEL COMETTA			7441 WAYNE AVE UNIT 12Q	MIAMI BEACH	FL	33141	USA
LESTER 107 LLC			7904 WEST DR 107	NORTH BAY VILLAGE	FL	33141	USA
LILIA DE GRACIA			7900 HARBOR ISLAND DR 817	NORTH BAY VILLAGE	FL	33141	USA
LILLIAN Y GIRALDO			7900 HARBOR ISLAND DR UNIT #1405	NORTH BAY VILLAGE	FL	33141	USA
LISA CAMACHO			7900 HARBOR ISLAND DR 1510	NORTH BAY VILLAGE	FL	33141	USA
LISBON 803 LLC			341 RAVEN CIRCLE CITY	WYOMING	DE	19934	USA
LOIC GRANGE			7 E 35 ST APT 1B	NEW YORK	NY	10016	USA
LOW COST DELIVERY USA LLC			7904 WEST DR 504	NORTH BAY VILLAGE	FL	33141	USA
LUCA BIZZOTTO			8251 NE 12 AVE	MIAMI	FL	33138	USA
LUCY ANTONELLI			7900 HARBOR ISLAND DR 1506	NORTH BAY VILLAGE	FL	33141	USA
LUIGI ALIBRANDI	MARCY KANE		7900 HARBOR ISLAND DR 1412	NORTH BAY VILLAGE	FL	33141	USA
LUZ MARINA DONADO			7900 HARBOR ISLAND DR #815	NORTH BAY VILLAGE	FL	33141	USA
M & BOND LLC			2999 NE 191 ST STE 402	AVENTURA	FL	33180	USA
MALAGO LLC			7904 WEST DR 716	NORTH BAY VILLAGE	FL	33141	USA
MALAWI INC			3131 NE 7 AVE #2602	MIAMI	FL	33137	USA
MANGO GROVE FAMILY LLC			661 NE 87 ST	MIAMI SHORES	FL	33138	USA
MANGO GROVE FAMILY LLC			1980 BAY DR #12	MIAMI BEACH	FL	33141	USA
MANUEL GAITAN	GIOVANNY GAITAN		7900 HARBOR ISLAND DR #1119	NORTH BAY VILLAGE	FL	33141	USA
MANUELA SAENZ SUAREZ			7904 WEST DR 409	NORTH BAY VILLAGE	FL	33141	USA
MARCELA SEGAL			7914 HARBOR ISLAND DR 101	NORTH BAY VILLAGE	FL	33141	USA
MARCELLO GONCALVES AMARAL	BEATRIZ CAJANGO AMARAL		7900 HARBOR ISLAND DR 622	NORTH BAY VILLAGE	FL	33141	USA
MARCELO ADDARIO TRS	MARCELO ADDARIO REVOCABLE TR	MYRIAM FRIDMAN LLC	5750 COLLINS AVE 6E	MIAMI BEACH	FL	33140	USA
MARCELO ALEJANDRO MENDEZ	ALICIA MARIA ESPINOSA MENDEZ		7501 E TREASURE DR APT 2M	NORTH BAY VILLAGE	FL	33141	USA
MARCELO BUARQUE DE GUSMAO			7900 HARBOR ISLAND DR APT 626	NORTH BAY VILLAGE	FL	33141	USA
MARCELO STEIGENBERGER ANTUNES	CHRISTIANE DE LA CRUZ	CHRISTIANE DE LA CRUZ TRS	7904 WEST DR 1001	NORTH BAY VILLAGE	FL	33141	USA
MARCIA VALENTE			7900 HARBOR ISLAND DR APT 1025	NORTH BAY VILLAGE	FL	33141	USA
MARCO SARACCO	ANTONIETTA POLICASTRO		7904 WEST DR #412	NORTH BAY VILLAGE	FL	33141	USA
MARENA BORNAS			2313 LAKE DEBRA DR 2812	ORLANDO	FL	32835	USA
MARGARITA BRITO			7918 HARBOR ISLAND DR 308	NORTH BAY VILLAGE	FL	33141	USA
MARIA ELENA SABOYA TRS	MARIA ELENA SABOYA REVOCABLE TR		7900 HARBOR ISLAND DR 916	NORTH BAY VILLAGE	FL	33141	USA
MARIA LUCIA ALVES			7900 HARBOR ISLAND DR 505	NORTH BAY VILLAGE	FL	33141	USA
MARIA LUZ GARCIA MEDINA			7904 WEST DR #817	NORTH BAY VILLAGE	FL	33141	USA
MARIA RITA GUZMAN PORTELA			7918 HARBOR ISLAND DR #110	NORTH BAY VILLAGE	FL	33141	USA
MARIA ROCA			7900 HARBOR ISLAND DR UNIT 1104	NORTH BAY VILLAGE	FL	33141	USA
MARIA TATIANA GONZALEZ LE	REM MARIA MIRTA REYES	REM MARIA INDIRA GONZALEZ	7900 HARBOR ISLAND DR 1207	NORTH BAY VILLAGE	FL	33141	USA
MARIA TERESITA SOTO VILLARES	ANTONIO MARTIN		YAGRUMO H-22 CAPARRA HILLS #A909	GUAYNABO	PR	00968	PUERTO RICO
MARILYN JEAN ZAJAC	ADAM ZAJAC		7900 HARBOR ISLAND DR 1421	NORTH BAY VILLAGE	FL	33141	USA
MARIN BROTHERS LLC			223 E FLAGLER ST 601	MIAMI	FL	33131	USA
MARINA COLOMBRES			5757 COLLINS AVE 901	MIAMI BEACH	FL	33140	USA
MARIO GARCIA	MAGDELIBIA GARCIA		7900 HARBOR ISLAND DR 1109	NORTH BAY VILLAGE	FL	33141	USA
MARISO DE COLSA			7900 HARBOR ISLAND DR 1402	NORTH BAY VILLAGE	FL	33141	USA
MARK FINLAYSON			7900 HARBOR ISLAND DR 1521	NORTH BAY VILLAGE	FL	33141	USA
MARTHA GARCIA			7900 HARBOR ISLAND DR UNIT #519	NORTH BAY VILLAGE	FL	33141	USA
MARTIN MARIA BARLETTI			7904 WEST DR #508	NORTH BAY VILLAGE	FL	33141	USA
MARUJA L GIL			7900 HARBOR ISLAND DR 1115	NORTH BAY VILLAGE	FL	33141	USA
MARY THERESA RODRIGUEZ	JORGE L PEREZ		7904 WEST DR RU 312	NORTH BAY VILLAGE	FL	33141	USA
MARY THERESA RODRIGUEZ			7904 WEST DR UNIT 311	NORTH BAY VILLAGE	FL	33141	USA
MASSIMO COLELLA	ELIDE AROSIO		7914 HARBOR ISLAND DR #C-201	NORTH BAY VILLAGE	FL	33141	USA
MASSIMO LAURENTI			7933 WEST DR	NORTH BAY VILLAGE	FL	33141	USA
MAURICIO ADOLFO SALAZAR	BEATRIZ ELENA ZAPATA		18655 NE 20 CT	NORTH MIAMI BEACH	FL	33179	USA
MAURIZIO FIORENTINO			7900 HARBOR ISLAND DR 1005	NORTH BAY VILLAGE	FL	33141	USA
MAURIZIO PEDRONI	FRANCESCA CAROTTI		7914 HARBOR ISLAND DR #103	NORTH BAY VILLAGE	FL	33183	USA

MAX BERRY			7900 HARBOR ISLAND DR 1406	NORTH BAY VILLAGE	FL	33141	USA
MBL PROPERTY HOLDINGS LLC			934 HIDDEN CREEK DR	SOUTH LYON	MI	48178	USA
MEI HONG CHEN &H	QI LI HUANG		7900 HARBOR ISLAND DR #1017	NORTH BAY VILLAGE	FL	33141	USA
MERZETTI INVESTMENTS LLC			7306 COLLINS AVE 75	MIAMI BEACH	FL	33141	USA
MGWO HOLLYWOOD LLC			7904 WEST DR 102	NORTH BAY VILLAGE	FL	33141	USA
MICHELE BOUCHET			7904 WEST DR 1004	NORTH BAY VILLAGE	FL	33141	USA
MICOL BONAZZOLI			7900 HARBOR ISLAND DR APT 904	NORTH BAY VILLAGE	FL	33141	USA
MIGUEL DORCASBERRO	CLAUDIA GONZALEZ DE DORCASBERRO		7900 HARBOR ISLAND DR 703	NORTH BAY VILLAGE	FL	33141	USA
MIGUEL FIGUEROA			7900 HARBOR ISLAND DR #810	NORTH BAY VILLAGE	FL	33141	USA
MIROMA EGAL LLC			7900 HARBOR ISLAND DR APT 1003	NORTH BAY VILLAGE	FL	33141	USA
MIVA PROPERTIES LLC			7900 HARBOR ISLAND DR 912	NORTH BAY VILLAGE	FL	33141	USA
MJVB HOLDINGS LLC			5252 NW 116 AVE	CORAL SPRINGS	FL	33076	USA
MOISES AUGUSTO WOOLCOTT			8051 NW 128 LN 15B	PARKLAND	FL	33076	USA
MONICA BIBIANA MIRANDA LE	REM ANTONIO POTO III		7900 HARBOR ISLAND DR UNIT 1505	NORTH BAY VILLAGE	FL	33141	USA
MONICA FRANCO			7904 WEST DR 303	NORTH BAY VILLAGE	FL	33141	USA
MONICA ROSS			7900 HARBOR ISLAND DR 725	NORTH BAY VILLAGE	FL	33141	USA
MORGAN ALPHONSO G			7904 WEST DR 104	NORTH BAY VILLAGE	FL	33141	USA
MORPHEUS INVESTMENT HOLDINGS LLC			6039 COLLINS AVE 418	MIAMI BEACH	FL	33140	USA
NADIR MAGSI &W CARMEN VALLE			7914 HARBOR ISLAND DR #205	NORTH BAY VILLAGE	FL	33141	USA
NAIME UGUR DEMET DOGAN			7900 HARBOR ISLAND DR 707	NORTH BAY VILLAGE	FL	33141	USA
NAROA RUSSIAN	EMIRO AGUILAR		7900 HARBOR ISLAND DR UNIT 1217	NORTH BAY VILLAGE	FL	33141	USA
NASSER A ISSA			7914 HARBOR ISLAND DR 204	NORTH BAY VILLAGE	FL	33141	USA
NATASA DELLAIACONO			19 WOODLAND AVE	LITTLE FERRY	NJ	07643	USA
NATHALIA ANDREINA GONZALEZ			7900 HARBOR ISLAND DR 816	NORTH BAY VILLAGE	FL	33141	USA
NBV GROUP LLC	CONTINUUM INVESTMENT GROUP INC		2199 PONCE DE LEON BLVD 301	CORAL GABLES	FL	33134	USA
NELSON RIVERA			2301 COLLINS AVE #590	MIAMI BEACH	FL	33139-1633	USA
NESENIMIA LLC			13501 SW 128 ST STE 202	MIAMI	FL	33186	USA
NEY MAXIMO SANTANA	GERMANIA TORIBIO SANTANA	JENNILL SANTANA	7900 HARBOR ISLAND DR #726	NORTH BAY VILLAGE	FL	33141	USA
NICHOLAS L MARTIN			7900 HARBOR ISLAND DR 722	NORTH BAY VILLAGE	FL	33141	USA
NMV INVESTMENTS LLC			7904 WEST DR 516	NORTH BAY VILLAGE	FL	33141	USA
NOAH E PARK	JENNY H PARK		7900 HARBOR ISLAND DR #811	NORTH BAY VILLAGE	FL	33141	USA
NOELIA VAZQUEZ			7900 HARBOR ISLAND DR 802	NORTH BAY VILLAGE	FL	33141	USA
NORTH BAY 2023 LLC			7904 WEST DR 216	NORTH BAY VILLAGE	FL	33141	USA
NORTH BAY VILLAGE			1666 KENNEDY CSWY STE 300	NORTH BAY VILLAGE	FL	33141	USA
NORTH BAY VILLAGE LLC			4 LOUISIANA TRL	MEDFORD	NJ	08055	USA
NUBES MIAMI LLC			777 BRICKELL AVE STE 500 49	MIAMI	FL	33131	USA
NYV LLC			1240 NE 153 ST	NORTH BAY VILLAGE	FL	33162	USA
OASIS ISLE LLC			5914 JOHNSON ST	HOLLYWOOD	FL	33021	USA
OCTAGON REAL EST INVEST LLC	C/O CARMEN A PORTELA		3630 JUSTISON RD	MIAMI	FL	33133	USA
OCTAGON REAL EST INVEST LLC	C/O CARMEN A PORTELA		PO BOX 145396	CORAL GABLES	FL	33114-5396	USA
OCTAGON REAL EST INVESTMENT LLC			PO BOX 145396	CORAL GABLES	FL	33114	USA
ORIANAS LLC			3500 MYSTIC POINTE DR UNIT 401	AVENTURA	FL	33180	USA
PABLO MAURER	LUCIA M NUNEZ		7900 HARBOR ISLAND DR 1411	NORTH BAY VILLAGE	FL	33141	USA
PACIFIC AND ORIENT	PROPERTIES LLC		224 COMMERCIAL BLVD 206	FORT LAUDERDALE	FL	33308	USA
PALMS 811 LLC			19007 BROAD SHORE WALK	LOXAHATCHEE	FL	33470	USA
PATRICIA M ABATE			7900 HARBOR ISLAND DR 704	NORTH BAY VILLAGE	FL	33141	USA
PATRICIA MARINHO SILVA			7900 HARBOR ISLAND DR 1224	NORTH BAY VILLAGE	FL	33141	USA
PATRICIO DUCO	ALAN DE ALMEIDA FLORES GARCIA		7900 HARBOR ISLAND DR 1516	NORTH BAY VILLAGE	FL	33141	USA
PATRICK W SIMIEN	VICKI L MOORE		616 EIGHTH ST NE	WASHINGTON	DC	20002	USA
PAUL C JACOB			7900 HARBOR ISLAND DR 1020	NORTH BAY VILLAGE	FL	33141	USA
PAUL TRIBIE			240 LENOX DR	WEST HEMPSTEAD	NY	11552	USA
PERENITY LLC			4770 BISCAYNE BLVD 1430	MIAMI	FL	33137	USA
PITANA LLC			1163 101 ST	BAY HARBOUR ISLANDS	FL	33154	USA

PITANGA REAL ESTATE LLC			1120 AVE OF THE AMERICAS STE 4FL	NEW YORK	NY	10036	USA
POIS INVESTMENTS LLC			4261 W PALM AIRE DR APT 101	POMPANO BEACH	FL	33069	USA
PRADA7904 LLC			3435 E 1 AVE	HIALEAH	FL	33141	USA
PREMNATH D NANDWANI &W AMERICA L			1621 BAY RD #402	MIAMI BEACH	FL	33139-3250	USA
PRESTON PLUMMER JTRS	ANDREA PLUMMER JTRS	KURT RASMUSSEN JTRS	6589 HICKMAN TERR	ALEXANDRIA	VA	22315	USA
PRO POOLS DISTRIBUTORS LLC			4412 NW 203 ST	MIAMI GARDENS	FL	33055	USA
PROJECT JFL LLC			4471 NE 93 WAY	SUNRISE	FL	33351	USA
PROJECT JFL LLC			30 N GOULD ST STE R	SHERIDAN	WY	82801	USA
PUNTA VERDE INVESTMENT LLC			999 BRICKELL AVE STE 740	MIAMI	FL	33131	USA
RAMCES GUY DUFRESNE			1835 E HALLANDALE BEACH BLVD 646A	HALLANDALE BEACH	FL	33009	USA
RANDY GAGE			7900 HARBOR ISLAND DR #PH12	NORTH BAY VILLAGE	FL	33141	USA
RAUL DOMINGUEZ			7904 WEST DR 804	NORTH BAY VILLAGE	FL	33141	USA
RAYMOND D COLALILLO	PRISCILLA E PEREZ		149 65 POWELLS COVE BLVD	WHITESTONE	NY	11357	USA
REACH REAL LLC			7901 KINGSPOINTE PKWY STE 15	ORLANDO	FL	32819	USA
REAL ESTATE SCHON LLC			1520 BAY DR	MIAMI BEACH	FL	33141	USA
REALTYCENTER COM INC			2300 NW 94 AVE #209	DORAL	FL	33172-2343	USA
REHANNA BABOOLAL			821 SW 104 CT	MIAMI	FL	33174	USA
RELATED 101 LLC			540 BRICKELL KEY DR 415	MIAMI	FL	33131	USA
RICARDO MARIO REYES MOREIRA	MARCEIA DEL C BUSTAMANTE AGUILAR		7900 HARBOR ISLAND DR #905	NORTH BAY VILLAGE	FL	33141	USA
RICK NIELSEN			7904 WEST DR 1017	NORTH BAY VILLAGE	FL	33141	USA
RICK NIELSEN			7904 WEST DR #910	NORTH BAY VILLAGE	FL	33141	USA
RIO AMAZONAS INVESTMENTS LLC			7900 HARBOR ISLAND DR 1517	NORTH BAY VILLAGE	FL	33141	USA
ROBERTO J PLAZOLA	JOSELIN C GIL		7918 HARBOR ISLAND DR #111	NORTH BAY VILLAGE	FL	33141	USA
ROBIN V AGUILAR			7900 HARBOR ISLAND DR #PH4	NORTH BAY VILLAGE	FL	33141	USA
ROGER ELOY FERRER	RAISA FERRER		7904 WEST DR 307	NORTH BAY VILLAGE	FL	33141	USA
ROLANDO CASTILLO			7904 WEST DR #603	NORTH BAY VILLAGE	FL	33141	USA
ROOF HOLDINGS INC			7636 113 ST #B	FOREST HILLS	NY	11375	USA
ROSANA RODRIGUEZ DO PRADO LE	REM MILENA SENA		7900 HARBOR ISLAND DR 907	NORTH BAY VILLAGE	FL	33141	USA
ROY BENMEIR	SHOSHANA BENMEIR		7904 WEST DR 202	NORTH BAY VILLAGE	FL	33141	USA
S V G DE OLIVEIRA LLC			1001 BRICKELL BAY DR 1202	MIAMI	FL	33131	USA
SANDEB INC			7900 HARBOR ISLAND DR #1401	NORTH BAY VILLAGE	FL	33141	USA
SANDRA BIBIANA LOPEZ PERDOMO			7900 HARBOR ISLAND DR 1511	NORTH BAY VILLAGE	FL	33141	USA
SANDRA E HORWITZ			7900 HARBOR ISLAND DR #1013	NORTH BAY VILLAGE	FL	33141	USA
SANTINA BEVILAQUA			363 EASTRIDGE DR	SAN ROMAN	CA	94582	USA
SANTOMAN INVESTMENT LLC			7901 HISPANOLA AVE #1606	WEST PALM BEACH	FL	33414	USA
SANTOS FUENTES LE	REM SANDRA DUHAMEL		7900 HARBOR ISLAND DR 720	NORTH BAY VILLAGE	FL	33141	USA
SARA M SABOYA TRS	SARA M SABOYA REV TR		7900 HARBOR ISLAND DR UNIT 1503	NORTH BAY VILLAGE	FL	33141	USA
SEMPER PADRON	MAURILIA PADRON		7918 HARBOR ISLAND DR 211	NORTH BAY VILLAGE	FL	33141	USA
SHERRIE LOCHALA			7900 HARBOR ISLAND DR 1415	NORTH BAY VILLAGE	FL	33141	USA
SHIRLEY A MUNOZ			6119 WEST 8170 SOUTH	WEST JORDAN	UT	84081	USA
SIFRA LLC			4015 INDIAN CREEK DR UNIT 108	MIAMI BEACH	FL	33140	USA
SILVANA CASERMEIRO			1395 NE 167 ST #309	NORTH MIAMI BEACH	FL	33162	USA
SILVIA CHAVES			14664 SW 132 AVE	MIAMI	FL	33186	USA
SITGES LLC			1549 NE 123 ST	NORTH MIAMI	FL	33161	USA
SJCO CAPITAL LLC			10605 SW 52 AVE	GAINESVILLE	FL	32608	USA
SOLU IB LLC			14973 SW 142 ST	MIAMI	FL	33196	USA
SORCERESS LLC			7918 HARBOR ISLAND DR C112	NORTH BAY VILLAGE	FL	33141	USA
STARTING POINT REAL ESTATE LLC			7904 WEST DR 912	NORTH BAY VILLAGE	FL	33141	USA
STARTING POINT REAL ESTATE LLC			13473 NW 19 LN	MIAMI	FL	33182	USA
STEPHEN OSTASZEWICZ	TARA OSTASZEWICZ		7900 HARBOR ISLAND DR 609	NORTH BAY VILLAGE	FL	33141	USA
STEPHEN THOMAS SCHULERE			7900 HARBOR ISLAND DR 826	NORTH BAY VILLAGE	FL	33141	USA
STEVE MICHAEL KEARNS			71 WOOD DUCK CT	HACKETTSTOWN	NJ	07840-3321	USA
SUMIMAS INC			7326 COLLINS AVE #108	MIAMI BEACH	FL	33141	USA

SUNNY WALL 1006 LLC	C/O MANUEL J VADILLO		11402 NW 41 ST #202	DORAL	FL	33178	USA
SUNNY WALL 514 LLC	C/O MANUEL J VADILLO ESQ		11402 NW 41 ST #202	DORAL	FL	33178	USA
SUSAN LESSNE	DONALD L LESSNE		1403 SHORELINE WAY	HOLLYWOOD	FL	33019	USA
SYRENNA PROPERTIES LLC			1680 MICHIGAN AVE 1024	MIAMI BEACH	FL	33139	USA
TAMMI LYNN HALL	MICHAEL DAVID HALL		6840 WHITE CREEK RD	MARLETTE	MI	48453	USA
TANIA C SOBERON			7904 WEST DR #217	NORTH BAY VILLAGE	FL	33141	USA
TANJA MORARIU			7900 HARBOR ISLAND DR #1114 A	NORTH BAY VILLAGE	FL	33141	USA
TAYLER MAGINLEY			9825 NE 2 AVE 530073	MIAMI	FL	33153	USA
TEG EXPO US LLC			6800 SW 40 ST 497	MIAMI	FL	33155	USA
TERESA COMPTIS LE	REM TERESA COMPTIS TRS	REM TERESA COMPTIS TRUST	7900 HARBOR ISLAND DR 824	NORTH BAY VILLAGE	FL	33141	USA
TERESITA GUERRA			7900 HARBOR ISLAND DR 524	NORTH BAY VILLAGE	FL	33141	USA
TERESITA TAN			1032 COLLINGTREE ST	LAS VEGAS	NV	89145	USA
THE EDGE REAL ESTATE GROUP LLC			600 BRICKELL AVE 3600	MIAMI	FL	33131	USA
THE RENTAL SERVICES NETWORK CORP			7918 HARBOR ISLAND DR C112	NORTH BAY VILLAGE	FL	33141	USA
THOMAS SPIEGELHALTER			7900 HARBOR ISLAND DR 1425	NORTH BAY VILLAGE	FL	33141	USA
TODD VIRTUE	KAROLINE PERALTA		PO BOX 990741	BOSTON	MA	02199	USA
TRASTEVERE LLC			1395 BRICKELL AVE 14FL	MIAMI	FL	33131	USA
TRAVEL MIAMI LLC			2801 NE 183 ST #1210W	AVENTURA	FL	33160	USA
TREE SIERRAS ENTERPRISE LLC			1060 BRICKELL AVE STE 3107	MIAMI	FL	33131	USA
TRINERGY LLC			383 NE 97 ST	MIAMI	FL	33161	USA
TWO JUDIYO CORP			2250 NW 114 AVE #1L	MIAMI	FL	33172	USA
UMMAH OF MIAMI INC			8926 BYRON AVE	SURFSIDE	FL	33154	USA
URBAN SOLUTIONS HOLDING LLC			80000 WEST DR 617	NORTH BAY VILLAGE	FL	33141	USA
URBAN SOLUTIONS HOLDING LLC			7904 WEST DR 712	NORTH BAY VILLAGE	FL	33141	USA
URBAN SOLUTIONS HOLDING LLC			833 REGAL COVE RD	WESTON	FL	33327	USA
USA FAST CARGO LLC			111 3RD SAN MARINO TER	MIAMI BEACH	FL	33139	USA
VALERIE CUNY TENCANERA			7900 HARBOR ISLAND DR 1214	NORTH BAY VILLAGE	FL	33141	USA
VENKATESWARAREDDY THONDAPU	VIJAYALAXMI THONDAPU		7900 HARBOR ISLAND DR 508	NORTH BAY VILLAGE	FL	33141	USA
VERONICA DUELL	MARIBEL HART		7914 HARBOR ISLAND DR 303	NORTH BAY VILLAGE	FL	33141	USA
VICKEN BAKLAYAN	ZOZETE BAKLAYAN		300 S AUSTRALIAN AVE 1610	WEST PALM BEACH	FL	33401	USA
VICTOR A LANG	TOLBER CARRALERO FIGUEREDO		1966 NW 48 ST	NORTH MIAMI	FL	33131	USA
VILLA POETS CORP			7501 ADVENTURE AVE	NORTH BAY VILLAGE	FL	33141	USA
VIRGILE BON HARRIS			7904 WEST DR UNIT 1010	NORTH BAY VILLAGE	FL	33141	USA
VISTABELA INTERNATIONAL	CORPORATION		7900 HARBOR ISLAND DR 1403	NORTH BAY VILLAGE	FL	33141	USA
VITALI INVESTMENTS LLC			7904 WEST DR #111	NORTH BAY VILLAGE	FL	33141	USA
VITALVARO HOLDINGS LLC			2121 PONCE DE LEON BLVD STE 1050	CORAL GABLES	FL	33134-5218	USA
VLADIMIR D PEREZ			7904 WEST DR 802	NORTH BAY VILLAGE	FL	33141	USA
WADER JUEZ			6115 97 ST APT 8N	REGO PARK	NY	11374-1215	USA
WATERMARK NORTH HOLDINGS LLC			7914 HARBOR ISLAND DR C305	NORTH BAY VILLAGE	FL	33141	USA
WILKRE MIAMI 6 LLC			1607 UNION AVE	HEWLETT	NY	11557	USA
WILLIAM J STEA TRS	WILLIAM J STEA LIVING TRUST	ROSE MARIE STEA TRS	7900 HARBOR ISLAND DR 804	NORTH BAY VILLAGE	FL	33141	USA
WORLDWIDE CAPITAL FUNDING LLC			7743 SW 86 ST APT 234	MIAMI	FL	33143-7270	USA
XIA HUA			7900 HARBOR ISLAND DR #1102	NORTH BAY VILLAGE	FL	33141	USA
YARINA BASTO	CARLOS A PUJOL		7900 HARBOR ISLAND DR 1222	NORTH BAY VILLAGE	FL	33141	USA
YODOS ENTERPRISES INC			2600 ISLAND BLVD #2002	AVENTURA	FL	33160	USA
YOK MUN CHOW TRS	SENNEN K CHOW FAMILY TR		3624 TONOPAH ST	SEAFORD	NY	11783	USA
ZOHREH EMAMI SHAHRI	SHAHRAM MANII		7900 HARBOR ISLAND DR 724	NORTH BAY VILLAGE	FL	33141	USA
ZONIA ELIZABETH KALIL			7900 HARBOR ISLAND DR #702	NORTH BAY VILLAGE	FL	33141	USA
ZORAN SPANOVIC	AIDALIZ ENCARNACION GARCIA		7900 HARBOR ISLAND DR UNIT 1203	NORTH BAY VILLAGE	FL	33141	USA
ZULU5090 LLC			383 NE 97 ST	MIAMI SHORES	FL	33138	USA
ZUNOL SA LLC LLC			8333 NW 53 ST #450	DORAL	FL	33166	USA

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 APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED "HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH EL-AD NATIONAL PROPERTIES, LLC RELATING TO THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 891 2658 3746**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

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Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Apr 7, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 13.D

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

TO: Planning and Zoning Board

FROM: Craig Pinder, Village Planner

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED "HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

Staff recommends **approval** of the Tentative Plat of Harbor Island, with conditions as stated within the staff report.

BACKGROUND AND ANALYSIS

The Planning and Zoning Board reviewed this item at their March 31, 2026 meeting and recommended approval. See staff memo for further analysis.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

NONE

ATTACHMENT(S):

Resolution - Approving T-Plat 7913 W. Drive.docx
Staff Report 7913 West Dr - T-plat_Post P&Z Board.docx
1. Survey. Drive.pdf
2. Original Harbor Island Plat.pdf
3. Letter of Intent.pdf

4. HI Tentative plat Boundary - ALTA SURVEY.pdf
5. Executed Opinion of Title.pdf
6. Warranty Deed & Legal Description.pdf
Public Hearing Notice PZB - MDC Ads.pdf
Notice of Public Hearing - MDC Legal Ads 040726.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED "HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, consistent with the requirements set forth in the North Bay Village (the "Village") Unified Land Development Code (the "ULDC"), El-Ad NBV LLC (the "Applicant") has submitted a tentative plat application (the "Application"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Tentative Plat"), pertaining to a 1.04 ac (45,371 sq. ft.) property generally located at 7913-7915 West Drive (the "Property"), as legally described in Exhibit "A" attached hereto; and

WHEREAS, Village Staff reviewed the Application and recommends approval with conditions which must be satisfied prior to final plat approval; and

WHEREAS, after a duly noticed public hearing held on March 31, 2026, the Planning and Zoning Board considered Tentative Plat request and voted to [recommend approval / recommend approval with conditions / recommend denial] of the Application to the Village Commission; and

WHEREAS, the Village Commission conducted a duly noticed public hearing on _____, 2026 in accordance with the law to hear the application; and

WHEREAS, the Mayor and Village Commission find that the Application complies with the ULDC, and that the Tentative Plat is consistent with the development and community character goals of the North Bay Village Comprehensive Plan and with the pillars of the NBV100 Master Plan; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE 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. Pursuant to the requirements of Division 3, Chapter 5 of the North Bay Village ULDC, the Mayor and Village Commission of North Bay Village hereby approves with conditions the Application in substantially the form attached hereto as Exhibit "A," subject to the satisfaction of all conditions listed in Section 3 herein.

Section 3. Conditions. The approval granted in Section 2 of this Resolution is subject to compliance with the following conditions, which the Applicant stipulated and agreed to at the public hearing and agrees to comply with and/or satisfy prior to final plat approval:

1. The approval of the Tentative Plat shall be in accordance with the Boundary and ALTA Survey of the "Tentative Plat of Harbor Island" dated June 9, 2025, last revised March 2, 2026, consisting of two sheets (attached hereto as Exhibit "A"), prepared by Ford, Armenteros & Fernandez, Inc., Land Surveyors and Mappers, State of Florida, License Authorization No. LB6557, as revised to correct the township, range, and section references on the cover sheet header and location map to Township 53 South, Range 42 East, Section 9, prior to submittal to Miami-Dade County.
2. Prior to Final Plat approval, the Applicant shall:
    a. Comply with all platting requirements of the North Bay Village Unified Land Development Code and Chapter 28 of the Miami-Dade County Code.
    b. Ensure all monuments shown on the Table of Monuments are set in the field and verified by the surveyor of record, consistent with the requirements of Chapter 177, Florida Statutes.
    c. Submit an updated Opinion of Title dated no more than 30 days prior to submission, in accordance with the requirements of Section 5.24.B.2 of the North Bay Village ULDC. The Opinion of Title shall specifically address the easement abandonment and identify any third-party claims or encumbrances affecting the easement area proposed for relocation.
3. Prior to or concurrent with the recording of the Final Plat:
    a. The Applicant shall record the replacement drainage easement instrument in the Public Records of Miami-Dade County, Florida. Evidence of recordation, including the Official Records Book and Page number or instrument number, shall be provided to the Village. The

replacement easement to be approved as to form by the Village Attorney before recording.

b. The existing drainage pipe shall be physically relocated prior to or concurrent with Final Plat recording.

4. The relocated easement and pipe shall be designed and certified by a licensed engineer and shall be approved by the Village Public Works Department.
5. The Applicant shall provide confirmation from Miami-Dade DERM or the relevant drainage authority that the relocated pipe meets current capacity and code standards.

6. The relocated easement and drainage pipe shall be designed and certified by a licensed engineer and shall be approved by the Village Public Works Department.
7. The Applicant shall provide confirmation from Miami-Dade DERM or the relevant drainage authority that the relocated drainage pipe meets current capacity and code standards.

Section 4. Violations. Failure to adhere to the terms of this approval shall be considered a violation of the Village Unified Land Development Code. Penalties for such violation shall be as prescribed by the ULDC, which may include, but are not limited to, the revocation of the approval granted by this Resolution.

Section 5. Authorization. The Village Manager, Village Clerk, and designated Village Surveyor are authorized to sign the face of the Tentative Plat, revised as per condition No. 1, and to execute any other required documents necessary for approval of the Tentative Plat consistent with and to implement the intent of this Resolution, subject to review by the Village Attorney.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Mayor Rachel Streitfeld ___

Vice Mayor Goran Cuk ___

Commissioner Richard Chervony ___

Commissioner Andy Rotondaro ___

Commissioner Doris Acosta ___

PASSED AND ADOPTED on this ___ day of_____, 2026.

_____

Rachel Streitfeld, Mayor

ATTEST:

_____
Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT A

TENTATIVE PLAT

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **April 21st, 2026**

To: **Village Commission**

From: **Josh Nogareda, Senior Planner**

Through: **Craig Pinder, AICP, Senior Planner**
Silvia E. Vargas, FAICP, Planning Administrator

Subject: **Staff Report – Tentative Plat of "Harbor Island Plat" for 7913 W. Drive**

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1. General Project Information

Owner/Applicant:	El-Ad NBV LLC (Owner)
Applicant Address:	150 E Palmetto Park Rd, Ste. 400 Boca Raton, FL 33432
Site Address:	7913 West Drive
Site Acreage (Total)	1.04 Ac (45,371 sq. ft.)
Folio Number(s)	23-3209-001-0013

The purpose of this application is to abandon an existing platted drainage easement to accommodate a previously approved multifamily development. The easement will be replaced via legal instrument through a companion site plan approval modification.

2. Legal Description of Subject Property

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami-Dade County, Florida more particularly described as follows: Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (pc) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29° 11' 47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of

said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90° 00' 00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90° 00' 00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90° 00' 00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90° 00' 00" to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90° 00' 00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same May be amended or corrected.

Refer also to Alta/NSPS Survey dated January 27, 2025 (Updated February 24, 2025) included as **Attachment 1**.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	High Density Multi-Family Residential
Zoning District	RM-70 Multiple Faily Residential
Existing Land Use	Vacant

4. Adjacent Land Use Map Classifications and Zoning Districts

North Bay Holdings – Surrounding Properties

North	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Faily Residential
	Existing Land Use	Multiple Faily Residential
East	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Faily Residential
	Existing Land Use	Multiple Faily Residential
South	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Faily Residential
	Existing Land Use	Multiple Faily Residential

West	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Faily Residential
	Existing Land Use	Multiple Faily Residential

5. Background

The Property, located on the east side of West Drive, consists of a parcel of approximately 45,371 square feet (1.04 acres) in size, which was previously used as a surface parking lot and more recently as a staging site for construction taking place across the street at 7918 West. Drive (Use Exception approved via Resolution No. 2022-100).

In 2022, the immediate-past owners of the Property requested, and were granted by the Village, approval for a rear and side setback variance to mitigate the property's lesser depth and lack of waterfront access (Resolution 2022-058). Unlike most of the properties on Harbor Island, this property does not directly abut Biscayne Bay and is less deep than the adjacent properties, following the conveyance of an approximate 40-foot strip of water-facing land to the adjacent 360 Condominium sometime prior to 2003. Neither the immediate-past nor the current owners were party to or responsible for the decision to dispose of that property.

In 2023, the immediate past owner of the Property processed a series of applications with the Village, seeking approval for a 240-foot tall, 94-unit multifamily residential project, then known as "Marina View." The approvals granted for that project included the following:

1. Parking variance (Resolution 2023-162).
2. Site plan (Resolution 2023-163).
3. Development Agreement (Resolution 2023-165).

Also in 2022, but unrelated to the Marina View project, the Village Commission approved a Use Exception request by Pacific & Orient Properties, LLC to place two construction/sales office trailers and a staging area on the subject property, with the aim of facilitating construction of a different multifamily residential project located at 7918 West Drive (across the street from the subject site). This temporary use was initially approved for a period of one year, in accordance with Sec. 8.11, and was renewed for an additional year via Resolution No. 2023-164. However, it was during this time that construction at 7918 West Drive halted. The construction trailers and staging area were removed, and the Use Exception expired. The site has remained vacant since.

6. Description of Applicant's Request

The property was originally platted with a 10-foot-wide drainage easement running diagonally from West Drive through the southwest portion of the Property onto Jerusalem Harbor, as part of the 1949 Harbor Island Plat (see **Attachment 2**). The previously approved site plan showed the proposed Marina View building designed on top of the easement. This platted easement is the subject of the current application.

The Applicant proposes eliminating the existing easement, which would fall within the approved building footprint, from the plat. At the same time (through a concurrent application), the Applicant is seeking a modification of site plan approval to include a redesign of the building. The site plan

approval would include provision of a relocated easement by instrument. Approval of the site plan modification is contingent upon approval of the re-plat request. The Applicant will bear all costs associated with the relocation of the easement. (See Letter of Intent, included as **Attachment 3**)

7. Tentative Plat Approval Criteria

According to Division 3, Chapter 5 of the North Bay Village ULDC, "The purpose of requiring and regulating the platting of land within the Village is to ensure compliance with the procedural and substantive requirements of the North Bay Village Comprehensive Plan, the Miami-Dade County Subdivision Ordinance, Chapter 28 of the Miami-Dade County Code of Ordinances, and the requirements of Chapter 177, Florida Statutes."

While there are no specific criteria in the ULDC to evaluate the plat against, the Applicant has addressed all Staff comments related to the planning and engineering review of the Tentative Plat in accordance with the process listed in Section 5.24 of the North Bay Village Code of Ordinances. Level of service and concurrency issues are addressed in the companion site plan approval Staff evaluation, per Division 2, Chapter 5 of the Village's ULDC.

Subsection 5.22.B explains that the proposed tentative plat must be prepared in accordance with requirements of Chapter 28, Section 28-7 of the Miami-Dade County Code of Ordinances. Once the Planning and Zoning Official completes a review of its compliance with objectives of the Village's Comprehensive Plan, the tentative plat is placed on the Planning and Zoning Board's agenda, who submits recommendations to the Village Commission. If approved by the Commission, the tentative plat is submitted to the Miami-Dade County Land Development Division for processing. Following the County's review, the Applicant's surveyor prepares the final plat for approval by the Village Commission before recording of the final plat by Miami-Dade County according to their procedures.

8. Findings

The proposed Tentative Plat, as delineated in the Boundary and Topographic Survey entitled ""Tentative Plat of Harbor Island" dated June 9, 2025 and most recently revised March 2, 2026, consisting of two sheets (attached hereto as **Attachment 4**), and prepared by Ford, Armenteros & Fernandez, Inc., Land Surveyors and Mappers, State of Florida, License Authorization No. LB6557, shows the proposed elimination of the utility easement, with a note indicating it will be replaced and relocated via legal instrument.

The relocation of the easement will help preserve perpetual access to the drainage infrastructure while accommodating the proposed building footprint. The re-platting is consistent with the development and community character goals of the North Bay Village Comprehensive Plan and with the pillars of the NBV100 Master Plan. The Tentative Plat complies with the Unified Land Development Code and the platting requirements of Chapter 28 of the Miami-Dade County Code of Ordinances.

The plat cover sheet references Section 32, Township 50 South, Range 39 East in the location map, but the survey header references Section 8, Township 53 South, Range 42 East. Both

references, likely carried over from a template, are inaccurate. These clerical errors must be corrected prior to Final Plat submittal to Miami-Dade County. A condition of approval will be included requiring the surveyor to revise and certify the correct township (53), range (42) and section numbers (9) prior to submittal to Miami-Dade County.

9. Recommendation

Based on the analysis and findings, Staff recommends approval of the Tentative Plat of Harbor Island, with conditions as stated below. Once Miami-Dade County issues a technical compliance certificate for the plat, the applicant is required to return to the Village Commission for Final Plat approval prior to recording the plat in the public records of Miami-Dade County.

On March 31, 2026, the Planning and Zoning Board voted unanimously to recommend approval.

10. Conditions

1. The approval of the Tentative Plat shall be in accordance with the Boundary and ALTA Survey of the "Tentative Plat of Harbor Island" dated June 9, 2025, last revised March 2, 2026, consisting of two sheets (attached hereto as Attachment 4), prepared by Ford, Armenteros & Fernandez, Inc., Land Surveyors and Mappers, State of Florida, License Authorization No. LB6557, as revised to correct the township, range, and section references on the cover sheet header and location map prior to submittal to Miami-Dade County.

2. Prior to Final Plat approval:

   a) The Applicant shall comply with all platting requirements of the North Bay Village Unified Land Development Code and Chapter 28 of the Miami-Dade County Code.

   b) All monuments shown on the Table of Monuments shall be set in the field and verified by the surveyor of record, consistent with Chapter 177 requirements.

   c) The Applicant shall submit an updated Opinion of Title dated no more than 30 days prior to submission, in accordance with the requirements of Section 5.24.B.2 of the North Bay Village ULDC. The Opinion of Title shall specifically address the easement abandonment and identify any third-party claims or encumbrances affecting the easement area proposed for relocation.

3. Prior to or concurrent with the recording of the Final Plat:

   a) The Applicant shall record the replacement drainage easement instrument in the Public Records of Miami-Dade County, Florida. Evidence of recordation, including the Official Records Book and Page number or instrument number, shall be provided to the Village. The replacement easement to be approved as to form by the Village Attorney before recording.

   b) The existing drainage pipe shall be physically relocated prior to or concurrent with Final Plat recording.

4. The relocated easement and pipe shall be designed and certified by a licensed engineer and shall be approved by the Village Public Works Department.

5. The Applicant shall provide confirmation from Miami-Dade DERM or the relevant drainage authority that the relocated pipe meets current capacity and code standards.

11. Attachments

Attachment 1: Alta/NSPS Property Survey
Attachment 2: Original Harbor Island Plat
Attachment 3: Letter of Intent
Attachment 4: Harbor Island Tentative Plat Boundary and ALTA Survey
Attachment 5: Executed Opinion of Title
Attachment 6: Warranty Deed and Legal Description

Note: The Tentative Plat application package is kept on file and is available by request to the Village Clerk's office.

TITLE REVIEW NOTES:

All the following documents listed under **SCHEDULE B – SECTION II, Pursuant to Commitment of Title prepared by First American Title Insurance Company National Commercial Services, effective date January 17, 2025, at 7:30 A.M, Commitment No. NCS–1246422–MIA, Issuing Office File Number: NCS–1246422–MIA,** furnished by the client to the undersigned were reviewed to show any matters affecting the subject property.

LIST OF DOCUMENTS:

9. Lease Agreement dated December 1, 2021, as amended by that certain Amendment to Lease Agreement dated January 13, 2022 and that certain Second Amendment to Lease Agreement dated January 1, 2023, by and between S2 NBV LLC, a Florida limited liability company, and Pacific and Orient Properties LLC, a Delaware limited liability company, as tenant thereunder, with no rights of first refusal or purchase options. **(NOT SURVEY RELATED)**

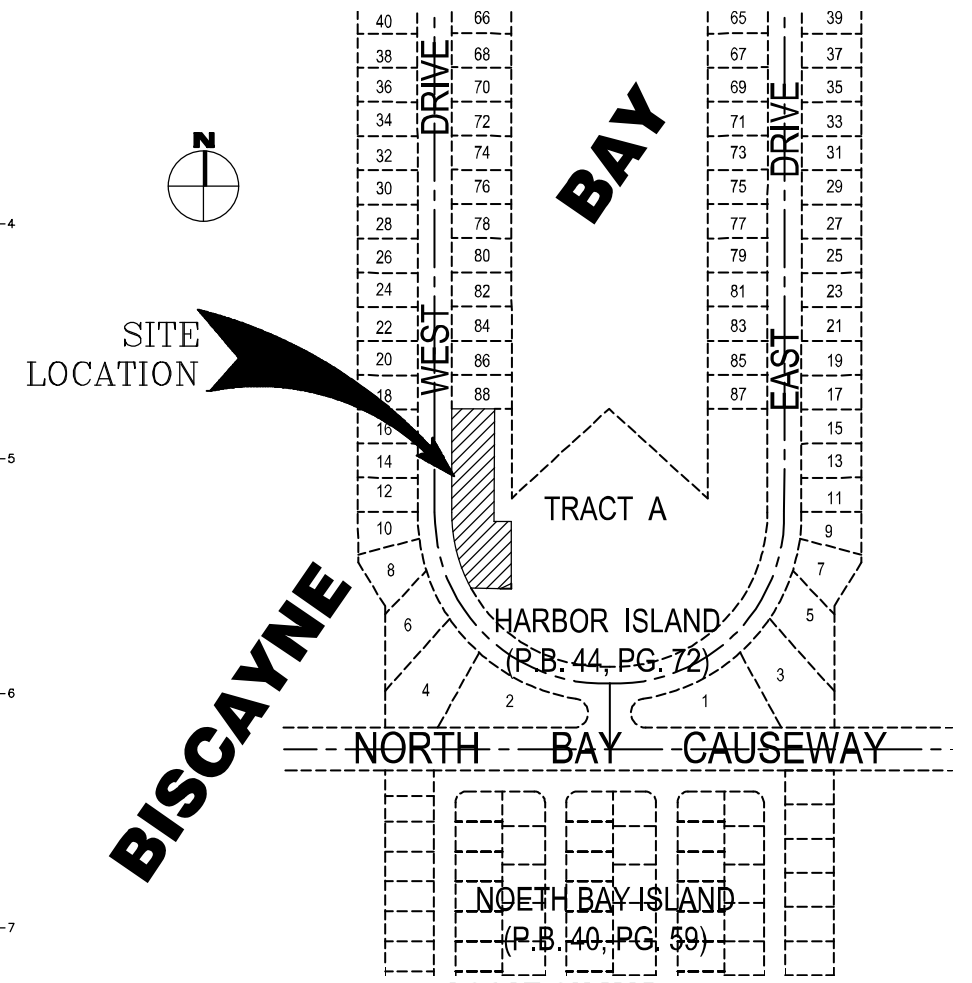
10. 10 foot easement, Dedication and Reservation shown on the Plat of Harbor Island, recorded in Plat Book 44, Page 72; as affected by Agreements by Sea Bay Corporation, a Florida corporation recorded in Book 3834, Page 184 Official Records.**(AFFECTS, ANY PLOTTABLE ITEMS ARE SHOWN ON THE MAP OF SURVEY)**

11. This item has been intentionally deleted.

12. This item has been intentionally deleted.

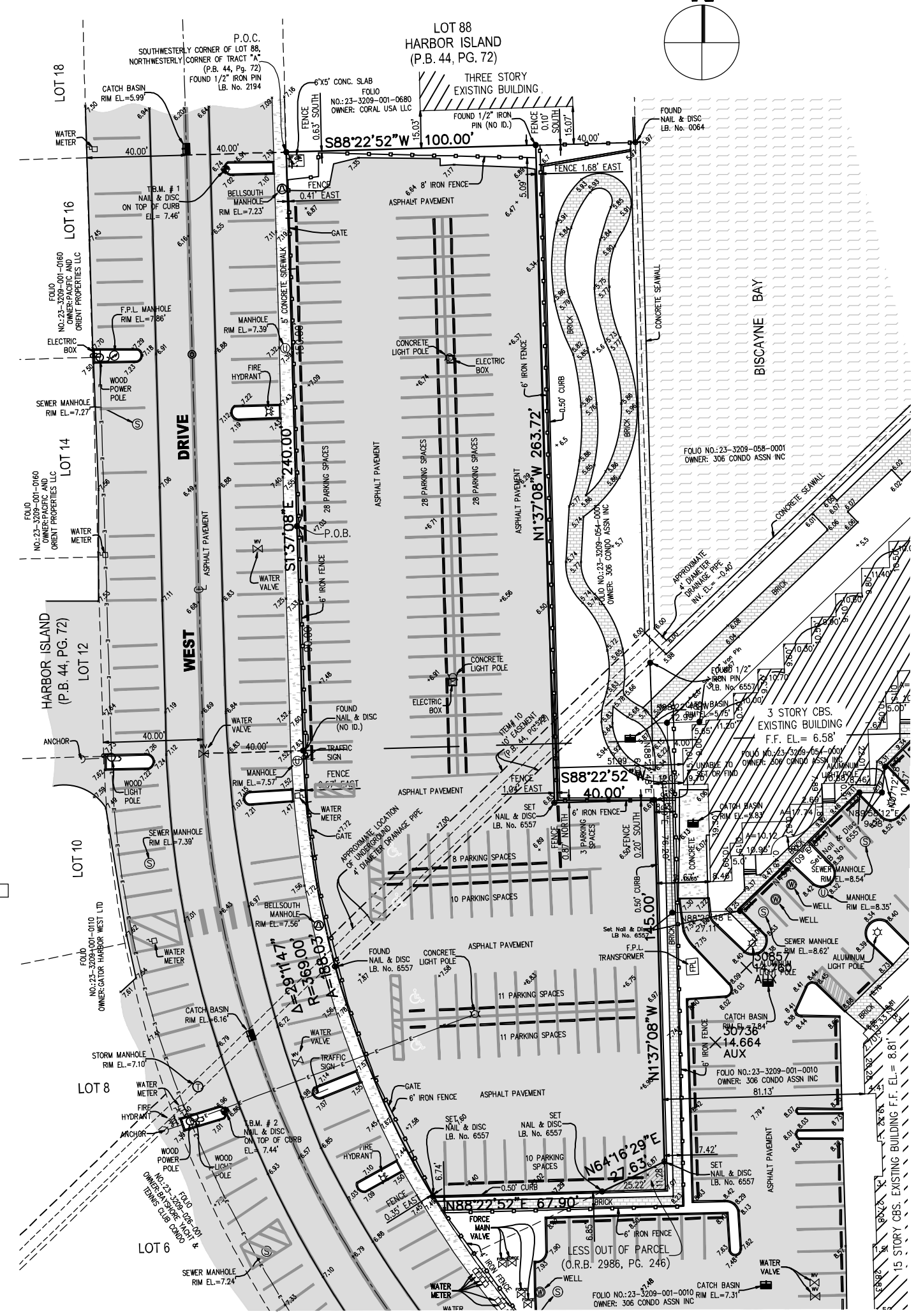
13. Terms and conditions of the Development Agreement between S2 NBV, LLC, a Florida limited liability company and North Bay Village, Florida, a Florida municipal corporation recorded in Book 34059, Page 4043 of Official Records. **(AFFECTS NOT POTTABLE)**

14. This item has been intentionally deleted.



LOCATION MAP
(NOT TO SCALE')

GRAPHIC SCALE
-30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.



SYMBOL LEGEND

ABBREVIATION	DEFINITION
	ALUMINUM LIGHT POLE
	BELLSOUTH MANHOLE
	BELLSOUTH TELEPHONE BOX
	BENCHMARK
	CABLE BOX
	CATCH BASIN
C/L	CENTERLINE
	CLEAN OUT VALVE
CLR.	CLEAR
C.L.F.	CHAIN LINK FENCE
CONC.	CONCRETE
C.B.S.	CONCRETE BLOCK STRUCTURE
	CONCRETE LIGHT POLE
	CONCRETE POWER POLE
	CONTROL VALVE
	DRAINAGE MANHOLE
	DRILL HOLE
	DUAL POLE SIGN
	ELECTRIC BOX
	ELECTRIC METER
E.W.O.H.	ELECTRIC WIRE OVERHEAD
ELEV.	ELEVATION (EXISTING)
ELEV.	ELEVATION (PROPOSED)
F.F.	FINISHED FLOOR
	FIRE HYDRANT
	FIRE MAIN VALVE
	FLORIDA POWER AND LIGHT COMPANY MANHOLE

ABBREVIATION	DEFINITION
	FORCE MAIN VALVE
FND.	FOUND
GAR.	GARAGE
	GAS MANHOLE
	GAS METER
	GAS VALVE
	GUARD POST
I.F.	IRON FENCE
I.P.	IRON PIPE
L.A. R/W	LIMITED ACCESS RIGHT OF WAY
	MAIN SEWER VALVE
	MAIL BOX
	MANHOLE
MEAS.	MEASURED
	MONUMENT
	NAIL
N. & D.	NAIL AND DISC
O/L	ON LINE
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.P.	PERMANENT CONTROL POINT
PG.	PAGE
P/L	PROPERTY LINE
P.R.M.	PERMANENT REFERENCE MONUMENT
	RAIL ROAD CROSSING SIGN
REC.	RECORDED INFORMATION
R/W	RIGHT OF WAY

ABBREVIATION	DEFINITION
SEC.	SECTION
	SECTION CORNER
	SEWER MANHOLE
	SIGN
	SPRINKLER VALVE
	SQUARE CUT AND NAIL
	STORM MANHOLE
	STREET LIGHT BOX
	STREET SIGN
	TELEPHONE BOX
	TELEPHONE MANHOLE
	TRAFFIC SIGN
	TRAFFIC SIGNAL BOX
2' EASM'T.	2' EASEMENT
6' UTIL. EASM'T.	6' UTILITY EASEMENT
10' UTIL. EASM'T.	10' UTILITY EASEMENT
12' UTIL. EASM'T.	12' UTILITY EASEMENT
	VALVE
	WATER METER
	WATER VALVE
W.F.	WELL
	WOOD FENCE
	WOOD POWER POLE
	ASPHALT
	BRICK
	CONCRETE
	TILE

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami-Dade County, Florida more particularly described as follows: Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (pc) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29° 11' 47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90° 00' 00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90° 00' 00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90° 00' 00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90° 00' 00" to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90° 00' 00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same May be amended or corrected.

SURVEYOR'S NOTES:

1) THE HEREIN CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE LEGAL DESCRIPTION AS SHOWN ON EXHIBIT "A", **PURSUANT TO COMMITMENT OF TITLE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, EFFECTIVE DATE JANUARY 17, 2025, AT 7:30 A.M, COMMITMENT NO. NCS–1246422–MIA, ISSUING OFFICE FILE NUMBER: NCS–1246422–MIA,** FURNISHED BY THE CLIENT.

2) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, EXAMINATION OF TITLE POLICY WAS MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THIS PROPERTY.

3) ACCURACY:
THE ACCURACY OBTAINED BY FIELD MEASUREMENT AND OFFICE CALCULATION OF A CLOSED GEOMETRIC FIGURE MEETS AND EXCEEDS 1 FOOT IN 10,000 FEET.

THE ELEVATIONS AS SHOWN ARE BASED ON A CLOSED LEVEL BETWEEN THE TWO BENCHMARK NOTED BELOW. THE CALCULATED VALUE OF A CLOSURE IN FEET OF PLUS OR MINUS 0.05 FEET TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES BETWEEN THE TWO CONTROL POINTS BEING TESTED.

ELEVATIONS OF WELL IDENTIFIED FEATURES AS DEPICTED ON THE SURVEY MAP WERE MEASURED TO AN ESTIMATED VERTICAL POSITION ACCURACY OR 1/100 OF A FOOT ON HARD SURFACES AND 1/10 OF A FOOT ON GROUND SURFACES.

WELL IDENTIFIED FEATURES AS DEPICTED ON THE SURVEY MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITION ACCURACY OF 1/10 OF A FOOT.

4) UNDERGROUND FOUNDATIONS AND/OR FOOTINGS, IF ANY, THAT MAY CROSS BEYOND THE BOUNDARY LINES OF THE SUBJECT PROPERTY UNTO ANY OTHER ADJACENT PROPERTY ARE NOT SHOWN HEREON.

5) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

6) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.

7) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON, CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.

8) AREA OF PROPERTY: 45,371.71 SQUARE FEET OR 1.04 ACRES MORE OR LESS.

9) OWNERSHIP SUBJECT TO OPINION OF TITLE.

10) TYPE OF SURVEY: ALTA/NSPS SURVEY.

11) NORTH ARROW DIRECTION AND BEARING SHOWN HEREON IS BASED ON ASSUMED MERIDIAN OF N88°41'24"E, ALONG THE CENTER LINE OF NORTH BAY CAUSEWAY AS SHOWN IN PLAT BOOK 44 PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

12) ELEVATIONS ARE BASED ON: NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29).

13) MIAMI-DADE BENCH MARK USED: CAUSE 2 ELEVATION= 16.89' (N.G.V.D.29)
BENCH MARK LOCATION: N.E. 79TH STREET (NORTH BAY CAUSEWAY) BRIDGE --- 45' NORTH OF CENTER LINE OF MEDIAN.
INTRACOASTAL WATERWAY --- 2.6' NORTH OF SOUTH EDGE OF WALKWAY, 2.6' SOUTH OF NORTH GUARDRAIL.
US C & G BRASS DISC IN N.W. CORNER OF BRIDGE IN WEST END OF CONCRETE WALKWAY.
MIAMI-DADE BENCH MARK USED: A-26 ELEVATION= 6.19' (N.G.V.D.29)
BENCH MARK LOCATION: N.E. 79TH STREET (NORTH BAY CAUSEWAY) --- 43' NORTH OF CENTER LINE.
PELICAN HARBOR DRIVE --- 210' EAST OF CENTER LINE.
PK NAIL AND ALUMINUM WASHER IN CONCRETE CATCH BASIN.

14) PROPERTY ADDRESS: WEST DRIVE, PARKING LOT, NORTH BAY VILLAGE, FLORIDA 33141
FOLIO NO.: 23-3209-001-0013

15) FLOOD ZONE: "AE" BASE FLOOD ELEV.= 8.0'
AS PER FEMA PANEL NUMBER: 12086C0306L COMMUNITY NUMBER: 120654 (CITY OF NORTH BAY VILLAGE) DATE: SEPTEMBER 11, 2009.

16) THIS ALTA/NSPS SURVEY, HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATE DOES NOT EXTENDED TO ANY UNNAMED PARTY:

A. FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES
B. VALLEY NATIONAL BANK
C. EL-AD NATIONAL PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

17) FIELD BOOK: A 466, PG. 50-58 PROJECT NO.: 06A185-5800
DATA COLLECTOR FILE: 360 POINTS.TXT

18) THIS MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT A SCALES OF ONE INCH EQUALS 20 FEET OR SMALLER.

19) THE SUBJECT PROPERTY HAS DIRECT ACCESS TO WEST DRIVE, BEING PUBLIC DEDICATED RIGHT-OF-WAYS, WITH NO GAPS, GORE OR OVERLAP.

20) NO FIELD DELINEATION OF WETLANDS WERE OBSERVED AT THE TIME OF THIS SURVEY.

21) ALL PARCELS SHOWN HEREON ARE CONTIGUOUS ALONG THEIR COMMON BOUNDARIES, WITH NO GAPS, GORES OR OVERLAPS.

22) SUBJECT PROPERTY SHOWN ON MAP OF SURVEY IS THE SAME AS THE PROPERTY DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY THE CLIENT.

23) THERE WAS NO EVIDENCE OBSERVED AT THE SUBJECT PROPERTY OF USE AS A CEMETERY OR BURIAL GROUND.

24) THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

25) THERE ARE NO PROPOSED CHANGED IN STREET RIGHT OF WAY, THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTIONS OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

SURVEYOR'S CERTIFICATE:

CERTIFIED TO FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, VALLEY NATIONAL BANK & EL-AD NATIONAL PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA / NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(A), 6(B), 7(A), (B)(1), 8, 9, 10(A), 11, 13, 16, 17, 18 & 19 OF TABLE A THEREOF.

I FURTHER CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.051 (FORMERLY 61G17-6), FLORIDA ADMINISTRATIVE CODE, AND CONFORMS TO THE STANDARDS OF PRACTICES SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THE FIELD WORK WAS COMPLETED ON JANUARY 27TH, 2025.

DATE OF PLAT OR MAP: JANUARY 27TH, 2025.

FORD, ARMENTEROS & FERNANDEZ, INC., LB6557

Original Field Work Survey Date: January 27th, 2025
Revision 1: Update Alta Survey February 24th, 2025
Revision 2:
Revision 3:

OMAR ARMENTEROS License Number 3679 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Omar Armenteros Date: 2025.02.25 12:10:56-05'00'

By: ______________________________
Omar Armenteros, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.3679

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805
L.B. No. 6557

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RECORD OF REVISION

No.	DATE	DESCRIPTION	BY	APP.
1	02-24-25	UPDATE ALTA SURVEY		

El-Ad National Properties, LLC.

TYPE OF PROJECT: ALTA/NSPS SURVEY
SHEET NAME: LOCATION MAP, SURVEYOR'S NOTES LEGAL DESCRIPTION, SKETCH OF SURVEY AND SYMBOL LEGEND
CLIENT: El-Ad National Properties, LLC.
PROJECT LOCATION: SECTIONS 8 & 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST MIAMI-DADE COUNTY, FLORIDA
CLIENT ADDRESS: 18851 N.E. 29th Avenue, Suite 1011 Miami, Florida 33180

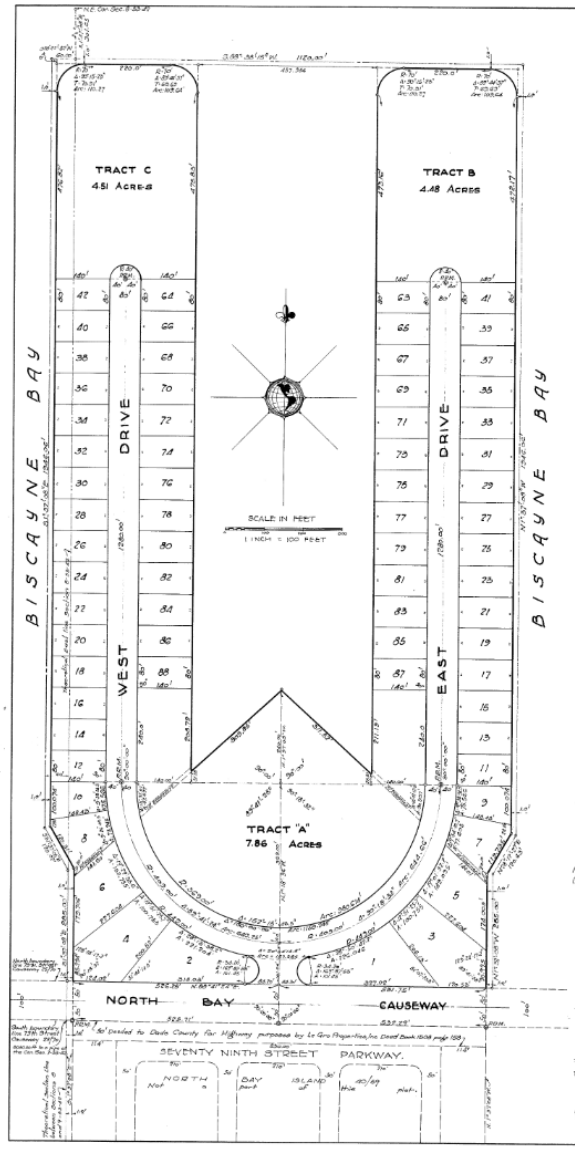
SCALE: AS SHOWN
DRAWN BY: E.D.
DWG. CHECKED BY:
QUALITY CONTROL:
DATE: JANUARY, 27 2025
PROJECT No: 06A185-5800
SHEET: 1 OF 1 SHEETS

Q:\FORD COMPANIES\Engineering & Surveying\Survey\ALTA SURVEY\06A185-0364 S2 NBV LLC (ALTA SURVEY)\06A185-5800 S2 NBV LLC(ALTA SURVEY) 02-24-2025.dwg

HARBOR ISLAND 4-4-72

A SUBDIVISION IN SECTIONS 8 & 9, TWP 53 S., RGE 42 E., DADE COUNTY, FLORIDA.

MIAMI, FLORIDA. IN VILLAGE OF NORTH BAY ISLAND M. B. CADDIS CIVIL & CONSULTING ENGINEER DECEMBER 1945.



KNOW ALL MEN BY THESE PRESENTS:- That Sea Bay Corporation, East Corporation, West Corporation and The Dover Corporation, all corporations organized and existing under and by Virtue of the laws of the State of Florida, have caused to be made the attached plat of "HARBOR ISLAND" a subdivision of the following described property, to-wit:- Lying and being in Dade County, Florida, to-wit:-

In starting a point of beginning, begin at the Northeast corner of Section 8, Township 53 South, Range 42 East; run South 1 degree, 57 minutes, 08 seconds East along the Section line between Sections 8 and 9, a distance of 301.65 Feet to said point of beginning; thence run South 88 degrees 02 minutes, 52 seconds West, a distance of 60 Feet; thence run South 1 degree, 57 minutes, 08 seconds East, parallel to the East line of said Section 8, a distance of 1320.00 Feet; thence run South 34 degrees, 57 minutes, 08 seconds East a distance of 120.02 Feet, to a point on the East line of said Section 8, which point is 2314.65 Feet distant from the Northeast corner of said Section 8; thence run South 1 degree, 57 minutes, 08 seconds East, along the section line between Sections 8 and 9 a distance of 885 Feet to the Northerly boundary line of the right of way of the Northeast Seventy Ninth Street Causeway, as shown on plat recorded in Plat Book 28, page 70 of the Public Records of Dade County, Florida; thence run North 88 degrees 4 minutes, 52 seconds East along the North boundary of said right of way, a distance of 1000 Feet; thence run North 1 degree, 57 minutes, 08 seconds West, a distance of 985 Feet; thence run North 88 degrees, 52 minutes, 52 seconds East a distance of 1215.5 Feet; thence run North 1 degree, 57 minutes, 08 seconds West, a distance of 1345.06 Feet; thence run in a straight line in a Westerly direction, to the point of beginning.

Containing 10.342 acres, more or less, all lie right lying and being in Sections 8 and 9, Township 53 South, Range 42 East, Dade County, State of Florida.

The official zoning regulations now in effect, or as the same may be from time to time changed or amended, applicable to the area constituting this subdivision, will be observed.

The Drives as shown on the attached plat, together with all existing and future planting, trees and shrubbery thereon, are hereby dedicated to the perpetual use of the public for proper purposes, reserving to the Sea-Bay Corporation, its successors or assigns, the reversion or reversions thereof, whenever discontinued by law.

IN WITNESS WHEREOF the Sea Bay Corporation, East Corp., West Corp., and The Dover Corp. have caused these presents to be signed in their corporate names by their respective presidents and their respective corporate seals to be hereunto affixed and attested by their respective secretaries this 8 day of Dec., A.D. 1945.

In Presence of:

SEA-BAY CORPORATION

Joel Hurt — President. Attest: Virginia L. Hurt — Secretary

EAST CORP.

Joel Hurt — President. Attest: Edith M. Cracken — Secretary

WEST CORP.

Joel Hurt — President. Attest: Edith M. Cracken — Secretary

THE DOVER CORP.

Kenneth E. Nash — President. Attest: Geraldine L. Wright — Secretary

STATE OF FLORIDA S.S.
COUNTY OF DADE:

Before me this day personally appeared Joel Hurt and Virginia L. Hurt, President and Secretary respectively of Sea-Bay Corporation, to me well known to be the persons described in and who executed the foregoing instrument, and upon being duly sworn acknowledged the execution thereof to be their free and voluntary act and deed, as such officers of said corporation and for the purposes therein mentioned and that they affixed the official seal of said corporation thereto by and with the authority of the Board of Directors and that the same is the free act and deed of said corporation.

Witness my hand and seal at Village of North Bay Island, Florida, this 8th day of December A.D. 1945.

Nancy Rogers — Notary Public State of Florida. My Commission expires July 19, 1948

STATE OF FLORIDA S.S.
COUNTY OF DADE:

Before me this day personally appeared Joel Hurt and Edith M. Cracken, President and Secretary respectively of East Corp. and West Corp., to me well known to be the persons described in and who executed the foregoing instrument, who upon being duly sworn acknowledged the executing thereof to be their free and voluntary act and deed as such officers of said corporations and for the purposes therein mentioned, and that they affixed the official seals of said corporations by and with the authority of the Boards of Directors and that the same is the free act and deed of said corporations.

Witness my hand and notorial seal at Village of North Bay Island, Florida, this 8th day of December A.D. 1945.

Nancy Rogers — Notary Public State of Florida. My Commission expires July 19, 1948

STATE OF MARYLAND S.S.
CITY OF BALTIMORE:

Before me this day personally appeared Kenneth E. Nash and Geraldine L. Wright, President and Secretary respectively of The Dover Corp., to me well known, to be the persons described in and who executed the foregoing instrument, who upon being duly sworn acknowledged that the execution thereof to be their free and voluntary act and deed as such officers of said corporation and for the purposes therein mentioned and that they affixed the official seal of said corporation by and with the authority of the Board of Directors and that the same is the free act and deed of said corporation.

Witness my hand and notorial seal at Baltimore, Maryland, this 12th day of December A.D. 1945.

Gladys N. Carey — Notary Public State of Maryland. My commission expires May 5, 1947

This plat was approved by Ordinance No. 8 passed and adopted by the Village Council of the Village of North Bay Island, Florida, this 13th day of December A.D. 1945.

Attest: — Deputy Village Clerk. Signed: J. B. Pidcock — Mayor.

Approved for record — County Engineer, Dade County, Florida.

This plat approved by resolution passed and adopted by the Board of County Commissioners of Dade County, Florida, this 22 day of January A.D. 1946, with the understanding that the streets are dedicated for public use but are not accepted as County Roads.

Attest:- E. B. Leatherman, Clerk of the Circuit Court

by — Deputy Clerk. Signed — Chairman of the Board.

I HEREBY CERTIFY that the attached plat of "HARBOR ISLAND" is a true and correct plat of such property as recently surveyed and platted under my direction.

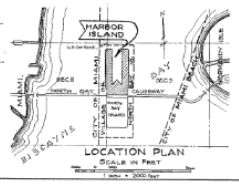
I Also Certify that permanent reference monuments were set the 14th day of December A.D. 1945, in accordance with the Section 7, Chapter 10775 (No. 703) Laws of the State of Florida.

Registered Civil Engineer No. 321
Land Surveyor No. 43
State of Florida.

Filed for record this 24 day of Jan A.D. 1946 at 2:47 P.M. in Book 44 of plats at page 72 of the Public Records of Dade County, Florida. This plat complies with the provisions of Chapter 10775 (No. 703) Laws of the State of Florida.

E. B. Leatherman, Clerk of the Circuit Court.

by — Deputy Clerk.



BERCOW
RADELL
FERNANDEZ
LARKIN +
TAPANES
ZONING, LAND USE AND
ENVIRONMENTAL LAW

200 S. Biscayne Boulevard
Suite 300, Miami, FL 33131
www.brzoninglaw.com
305.377.6229 office
305.377.6222 fax

VIA ELECTRONIC SUBMITTAL

June 23, 2025

Silvia E. Vargas, FAICP, LEED AP
Village Planner
City of North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Letter of Intent for Site Plan, Modification to Development Agreement, and Tentative Plat Approval for the "El-Ad North Bay Village" Development Located at Approximately 7913 West Drive, North Bay Village, Florida (Folio number 23-3209-001-0013).

Dear Ms. Vargas:

This law firm represents EL-AD NBV, LLC (the "Applicant"), the owner of the property located at approximately 7913 West Drive in the City of North Bay Village (the "Village") and identified by Miami-Dade County Folio No. 23-3209-001-0013 (the "Property"). Please consider this the Applicant's letter of intent in support of its application for a site plan approval, modification to the existing development agreement, and tentative plat approval and to allow for a low impact and high quality residential development on the Property.

The Property. The Property is located on the east side of West Drive. The Property is approximately 45,371 square feet (1.04 acres) in size and is currently a parking lot. The Property is separated from Biscayne Bay by an approximately 40-foot strip of land belonging to the adjacent "360" condominium parcel. The 40-foot strip of the adjacent parcel separates the Property from Biscayne Bay and provides a public access easement as required by Section 8.10(D)(4)(g) of the ULDC.

Land Use. According to the City of North Bay Village Future Land Use Map, the Property is designated "High Density Multi-Family Residential." The "High Density Multi-Family Residential" land use designation permits up to 70 dwelling units per acre before permitted transfers of development rights (discussed below).

Zoning. The property is zoned "RM-70" according to the North Bay Village Zoning Map. The RM-70 zoning district permits multi-

family residential dwellings; management offices within structures containing eight (8) or more dwelling units or guest rooms; and office retail and service commercial facilities of an ancillary nature within structures containing at least 100 dwelling units or guest rooms, subject to certain conditions.

Marina View Project. In 2022 and 2023, the former owner of the Property processed a series of applications with the Village seeking the necessary approvals for a residential building, known as the "Marina View" Project. Those approvals are as follows:

1. Setback variance approval for the rear setback – Resolution 2022-058.
2. Site plan approval – Resolution 2023-163.
3. Parking variance approval – Resolution 2023-162.
4. Development Agreement approval – Resolution 2023-165.

The combination of the above was necessary to entitle the Marina View Project under the Village's ULDC. First, the rear setback variance was required to allow the building to be located closer to the forty (40) foot strip of land to the east owned by the adjacent condominium. Second, the site plan approval was required to be issued by the Village Commission due to the size of the Project. Third, the owner needed to vary the then-applicable parking standards to allow for a reduction in parking. Finally, the Village approved a Development Agreement under Section 8.15 of the ULDC, which requires such agreements to accompany any site plan application that seeks either additional density or height; the Marina View Project utilized both a height bonus and the purchase of TDRs.[1]

Proposed "El-Ad North Bay Village" Development. The proposed "El-Ad North Bay Village" development contemplates up to ninety-four (94) residential units (the same as the approved plan) in a twenty-six (226) story building with an integrated parking pedestal. The plan has been designed to be consistent with the Comprehensive Plan and the RM-70 zoning designation. All units within the building are large, family-oriented, spaces, with the smallest unit size being approximately 1,158 square feet in size. The current unit breakdown is twenty (20) one-bedroom units, twenty-nine (29) two-bedroom units, thirty-five (35) three-bedroom units, and four (4) four-bedroom units. Residents will have access to recreational amenities located at two levels.

[1] Development agreements entered into with the Village as part of the site plan review process are based on the Village's regulations and do not function as development agreements under Section 163.3221 et seq. of the Florida Statutes.

The building has been oriented so that the tower element is located as far to the north as possible to both honor the Village's twenty (20) percent side setback requirement and limit the impact on residents of the "360" condominium.

Parking. The Applicant is proposing both valet and self-parking as part of the development. The valet service will be available at all times. The proposed parking on the site will be completely enclosed within the building pedestal, which has been designed to shield the view of parking from the public using an attractive screening system that alternates green screen and architectural elements.

The parking provided in the building will provide 1.98 spaces per unit, including the required ten percent (10%) guest parking.

Loading. The Applicant is proposing to include three (3) loading spaces in the design, consistent with the requirements of Section 9.4(B)(2) of the ULDC. All of the loading spaces meet the dimensional requirements of the ULDC.

Building Height. The Applicant is proposing a building height of 292'8" feet. In order to achieve the proposed height, the Applicant will rely on the following:

1. Bonus building height pursuant to Section 8.12 of the ULDC to allow for 230 feet instead of 150 feet. This will require a payment the relevant community contribution fee for 40 feet of bonus building height. The property has already paid for forty (40) feet of bonus height pursuant to the Development Agreement.

2. A 30% additional height available because of the use of TDRs in the project, resulting in a total of 292'8" feet (230 x 30% = 69 feet).

As you will note, the Applicant is not proposing to "maximize" height on the Property. The application of all available bonuses and TDR-based additional height would allow a potential 312 feet.

Green Building. All development using TDRs must obtain twenty-four (24) "green building and design points" under the "Green building development options and points" in Section 8.21 of the ULDC as opposed to the Code's typical requirement of eighteen (18) points for multi-family development. The Applicant is committing to meeting and

exceeding this requirement. The Applicant currently anticipates fifty-eight (58) points under the Village's system.

Proposed Amendment to Development Agreement. Attached to this letter is a draft of a Amendment to the recorded Development Agreement for the Property, making the changes necessary to accommodate the El-Ad North Bay Village development plan. The modest changes to the Development Agreement are the minimum necessary to implement the new plan.

Tentative Plat Request. The Property was platted as part of the original Harbor Island plat in 1949. The plat depicted a drainage easement running diagonally from the southwest portion of the Property to Biscayne Bay in the center of Harbor Island. This drainage easement would be located within the approved building footprint on the Property. The Applicant is therefore seeking approval of a tentative plat to remove the platted easement, which the Applicant proposes to replace with an easement instrument relocating the easement. The Applicant will bear all costs associated with the relocation of the easement.

Satisfaction of Required Site Plan Review Criteria. The Applicant's requests satisfy all required criteria as follows:

(1) Protects against and minimizes any undesirable effects upon contiguous and nearby property.

The plan has been designed to buffer neighboring properties from the impacts of the use, most notably by locating green space on the south side adjacent to the "360" condominium parcel.

(2) Provides sufficient off-street parking and loading facilities so that it will not be necessary to use the streets in the vicinity for this purpose.

The proposed plan provides the required loading spaces and has sufficient parking to serve the residents and guests of the building.

(3) Provides a sufficient setbacks, open space, and landscaping in order to protect and enhance the appearance and character of the neighborhood.

The proposed plan meets all required setbacks, open space requirements, and landscaping standards. High quality landscaping is a focus of the design.

(4) Can be accommodated by existing community roads, services, and utilities, or the necessary additions are provided by the developer.

As demonstrated by the Applicant's submitted materials, the proposed development can be accommodated by the Village's existing infrastructure.

Conclusion. We are excited to bring the El-Ad North Bay Village development to this part of the Village. We believe that the revised development plan improves the proposed design and functionality of the project. We therefore respectfully request your favorable review and recommendation. If you have any questions with regard to this request, please call me at 305-377-6229.

Sincerely,

Graham Penn

TENTATIVE PLAT OF "HARBOR ISLAND REPLAT"

PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18 TOWNSHIP 56 SOUTH, RANGE 40 EAST MIAMI-DADE COUNTY, FLORIDA

PROPERTY INFORMATION

OWNER:

EL-AD NBV LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOLIO No.: 23-3209-001-0013

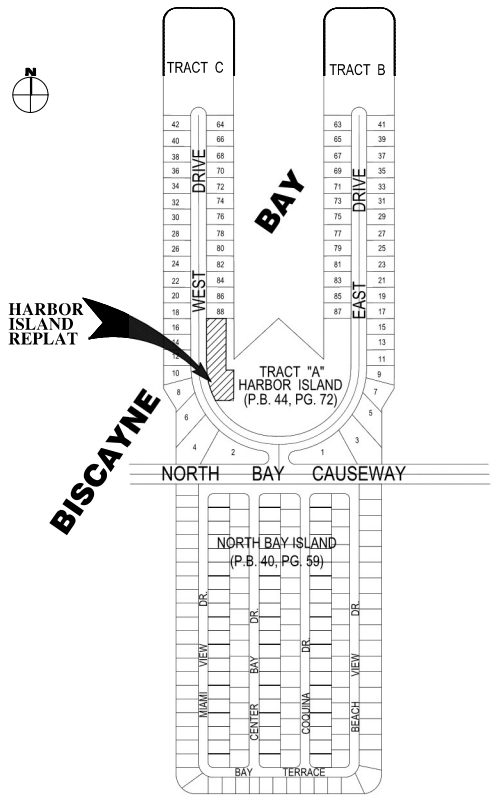
APPLICANT:

EL-AD NBV LLC, A DELAWARE LIMITED LIABILITY COMPANY
Contact: Matthew J. Jeffries
Address: 150 E. Palmetto Park Road, Suite 400
Boca Raton, FL 33432
Phone: 954-846-7806
Email: mjeffries@eladnational.com

CONTACT PERSON INFORMATION

Name: Daniel Rodriguez, P.S.M.
e-mail address: danielr@fordco.com
Name: Ricardo Rodriguez, P.S.M.
e-mail address: ricardor@fordco.com
Name: Omar Armenteros, P.S.M.
e-mail address: omara@fordco.com
Name: Cristina Pires
e-mail address: cristinap@fordco.com

NOTE:
THE EXPRESS PURPOSE AND INTENT OF THIS TENTATIVE PLAT IS TO ABANDON AN EXISTING EASEMENT AS SHOWN ON PLAT BOOK 44 AT PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND TO RELOCATE THE EXISTING DRAINAGE PIPE WITHIN SAID EASEMENT. SAID EASEMENT TO BE RELOCATED BY INSTRUMENT.



LOCATION AND VICINITY MAP

HARBOR ISLAND P.B. 44 PG. 72
SECTION 32, TOWNSHIP 50 SOUTH, RANGE 39 EAST,
MIAMI-DADE COUNTY, FLORIDA.
(SCALE: 1" = 300')

DEVELOPMENT CRITERIA TABLE
ZONING: RM-70
FOLIO NO.:23-3209-001-0013
PROPOSED USES: CONDOMINIUM
TWENTY-SIX STORY BUILDING - 94 CONDOMINIUM UNITS TOTAL BUILDING AREA= 552,411 SQUARE FEET --------- PARKING REQUIREMENTS: PARKING REQUIRED - 245 SPACES TOTAL PARKING PROVIDED= 193 PARKING SPACES

TABLE OF MONUMENTS	
TYPE OF MONUMENT	TOTAL
P.R.M.	7
P.C.P.	3

LEGAL DESCRIPTION:

The Land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami-Dade County, Florida more particularly described as follows: Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (pc) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29° 11' 47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90° 00' 00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90° 00' 00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90° 00' 00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90° 00' 00" to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90° 00' 00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same May be amended or corrected.

SURVEYOR'S NOTES:

1) THE HEREIN CAPTIONED PROPERTY WAS SURVEYED AND DESCRIBED BASED ON THE LEGAL DESCRIPTION AS SHOWN ON EXHIBIT "A", **PURSUANT TO COMMITMENT OF TITLE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES, EFFECTIVE DATE JANUARY 17, 2025, AT 7:30 A.M. COMMITMENT NO. NCS-1246422-MIA, ISSUING OFFICE FILE NUMBER: NCS-1246422-MIA,** FURNISHED BY THE CLIENT.

2) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, EXAMINATION OF TITLE POLICY WAS MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY AFFECTING THIS PROPERTY.

3) ACCURACY:
THE ACCURACY OBTAINED BY FIELD MEASUREMENT AND OFFICE CALCULATION OF A CLOSED GEOMETRIC FIGURE MEETS AND EXCEEDS 1 FOOT IN 10,000 FEET.

THE ELEVATIONS AS SHOWN ARE BASED ON A CLOSED LEVEL BETWEEN THE TWO BENCHMARK NOTED BELOW. THE CALCULATED VALUE OF A CLOSURE IN FEET OF PLUS OR MINUS 0.05 FEET TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES BETWEEN THE TWO CONTROL POINTS BEING TESTED.

ELEVATIONS OF WELL IDENTIFIED FEATURES AS DEPICTED ON THE SURVEY MAP WERE MEASURED TO AN ESTIMATED VERTICAL POSITION ACCURACY OR 1/100 OF A FOOT ON HARD SURFACES AND 1/10 OF A FOOT ON GROUND SURFACES.

WELL IDENTIFIED FEATURES AS DEPICTED ON THE SURVEY MAP WERE MEASURED TO AN ESTIMATED HORIZONTAL POSITION ACCURACY OF 1/10 OF A FOOT.

4) UNDERGROUND FOUNDATIONS AND/OR FOOTINGS, IF ANY, THAT MAY CROSS BEYOND THE BOUNDARY LINES OF THE SUBJECT PROPERTY UNTO ANY OTHER ADJACENT PROPERTY ARE NOT SHOWN HEREON.

5) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

6) CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK ON THE HEREIN DESCRIBED PARCEL FOR BUILDING AND ZONING INFORMATION.

7) UNDERGROUND UTILITIES ARE NOT DEPICTED HEREON, CONTACT THE APPROPRIATE AUTHORITY PRIOR TO ANY DESIGN WORK OR CONSTRUCTION ON THE PROPERTY HEREIN DESCRIBED. SURVEYOR SHALL BE NOTIFIED AS TO ANY DEVIATION FROM UTILITIES SHOWN HEREON.

8) AREA OF PROPERTY: 45,371.71 SQUARE FEET OR 1.04 ACRES MORE OR LESS.

9) OWNERSHIP SUBJECT TO OPINION OF TITLE.

10) TYPE OF SURVEY: BOUNDARY / TOPOGRAPHIC SURVEY FOR TENTATIVE PLAT.

11) NORTH ARROW DIRECTION AND BEARING SHOWN HEREON IS BASED ON ASSUMED MERIDIAN OF N88°41'24"E, ALONG THE CENTER LINE OF NORTH BAY CAUSEWAY AS SHOWN IN PLAT BOOK 44 PAGE 72, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

12) NUMBER OF TRACTS: 1 TRACT.

13) PUBLIC WATER TO BE UTILIZED.

14) PUBLIC SEWER TO BE UTILIZED.

15) PROPOSED USE: SEE DEVELOPMENT CRITERIA TABLE

16) ELEVATIONS ARE BASED ON: NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29).

17) MIAMI-DADE BENCH MARK USED: CAUSE 2 ELEVATION= 16.89' (N.G.V.D.29)
BENCH MARK LOCATION: N.E. 79TH STREET (NORTH BAY CAUSEWAY) BRIDGE --- 45' NORTH OF CENTER LINE OF MEDIAN.
INTRACOASTAL WATERWAY --- 2.6' NORTH OF SOUTH EDGE OF WALKWAY, 2.6' SOUTH OF NORTH GUARDRAIL.
US C & G BRASS DISC IN N.W. CORNER OF BRIDGE IN WEST END OF CONCRETE WALKWAY.
MIAMI-DADE BENCH MARK USED: A-26 ELEVATION= 6.19' (N.G.V.D.29)
BENCH MARK LOCATION: N.E. 79TH STREET (NORTH BAY CAUSEWAY) --- 43' NORTH OF CENTER LINE.
PELICAN HARBOR DRIVE --- 210' EAST OF CENTER LINE.
PK NAIL AND ALUMINUM WASHER IN CONCRETE CATCH BASIN.

18) PROPERTY ADDRESS: WEST DRIVE, PARKING LOT, NORTH BAY VILLAGE, FLORIDA 33141
FOLIO NO.: 23-3209-001-0013

19) FLOOD ZONE: "AE" BASE FLOOD ELEV.= 8.0'
AS PER FEMA PANEL NUMBER: 12086C0306L COMMUNITY NUMBER: 120654 (CITY OF NORTH BAY VILLAGE) DATE: SEPTEMBER 11, 2009.

20) FIELD BOOK: A 466, PG. 50-58 / SND. PROJECT NO.: 06A185-5800
DATA COLLECTOR FILE: 360 POINTS.TXT

21) THIS MAP OF SURVEY IS INTENDED TO BE DISPLAYED AT A SCALES OF ONE INCH EQUALS 300 FEET (LOCATION MAP SHEET 1 OF 2) AND ONE INCH EQUALS 30 FEET (SKETCH OF SURVEY SHEET 2 OF 2). SAID SCALES ARE CONSIDERED LEGIBLE AND MEETS THE STANDARDS SET FORTH IN CHAPTER 28 (SUBDIVISION CODE) OF THE MIAMI-DADE COUNTY CODE OF ORDINANCES AND SET FORTH BY PLATTING CHAPTER 177 OF THE FLORIDA STATUTES.

22) THE SUBJECT PROPERTY HAS DIRECT ACCESS TO WEST DRIVE, BEING PUBLIC DEDICATED RIGHT-OF-WAYS, WITH NO GAPS, GORE OR OVERLAP.

23) NO FIELD DELINEATION OF WETLANDS WERE OBSERVED AT THE TIME OF THIS SURVEY.

24) SUBJECT PROPERTY SHOWN ON MAP OF SURVEY IS THE SAME AS THE PROPERTY DESCRIBED IN THE OPINION OF TITLE PROVIDED BY THE CLIENT.

25) MIAMI-DADE COUNTY FLOOD CRITERIA: 8.53' (N.G.V.D 29) MORE OR LESS, BASED ON THE MIAMI-DADE COUNTY, FLOOD CRITERIA MAP OF 2021 (N.A.V.D. 88).

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS DRAWING IS A TRUE AND CORRECT REPRESENTATION OF THE BOUNDARY AND TOPOGRAPHIC SURVEY OF THE REAL PROPERTY DESCRIBED HEREON.

I FURTHER CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, AND CONFORMS TO THE STANDARDS OF PRACTICES SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

FORD, ARMENTEROS & FERNANDEZ, INC., LB6557

Original Field Work Survey Date: June 9th, 2025

Revision Date: October 3rd, 2025 (Revised T-plat as per Client's Comments)

Δ Revision Date: March 2nd, 2026 (Revised T-plat as per City of North Bay Village Comments)

OMAR ARMENTEROS License Number LS 3679 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Omar Armenteros
Date: 2026.03.03 11:38:32-05'00'

By: _____
Omar Armenteros, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.3679

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805
L.B. No. 6557

THESE DRAWINGS AND SPECIFICATIONS CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF FORD, ARMENTEROS & FERNANDEZ, INC. AND THE SAME MAY NOT BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF FORD, ARMENTEROS & FERNANDEZ, INC. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

RECORD OF REVISION

No.	DATE	DESCRIPTION	BY	APP.
1	10/03/2025	(Revised T-plat as per Client's Comments)	R.R.	R.R.
2	03/02/2026	(Revised T-plat as per City of North Bay Village)	D.R.	R.R.

TYPE OF PROJECT: BOUNDARY / ALTA SURVEY FOR TENTATIVE PLAT
SHEET NAME: LOCATION MAP, SURVEYOR'S NOTES, LEGAL DESCRIPTION, SKETCH OF SURVEY AND SYMBOL LEGEND
CLIENT: EL - AD NBV, LLC
CLIENT ADDRESS: 150 EAST PALMETTO PARK ROAD, SUITE 400 BOCA RATON, FLORIDA 33432
PROJECT LOCATION: SECTION 8, TOWNSHIP 53 SOUTH, RANGE 42 EAST MIAMI-DADE COUNTY, FLORIDA

HARBOR ISLAND REPLAT

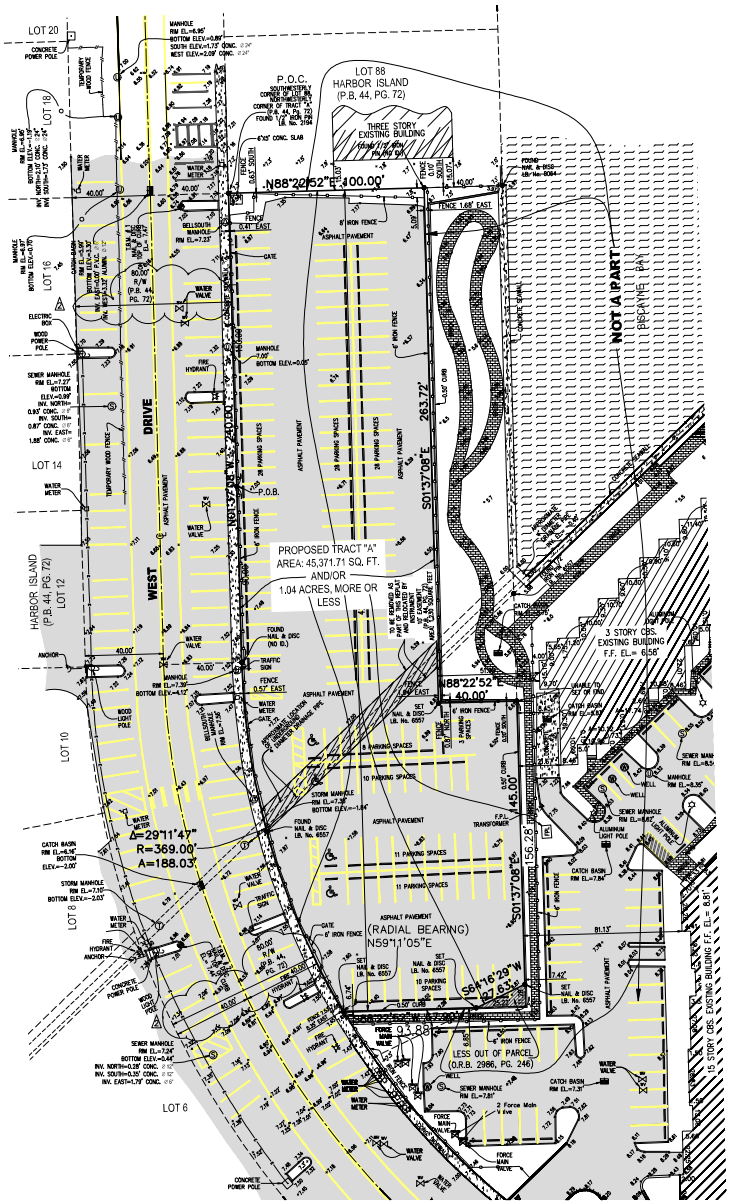
SCALE: AS SHOWN
DRAWN BY: JAER
ENG. CHECKED BY:
QUALITY CONTROL:
DATE: MARCH 2ND, 2026
PROJECT No: 25-020-0551
SHEET: 1 OF 1 SHEETS

C:\Users\Daniel\AppData\Local\Temp\AcePublish_50844\25-020-0551 HARBOR ISLAND REPLAT (TENTATIVE PLAT).dwg

NOTE:
MIAMI-DADE COUNTY FLOOD CRITERIA: 8.53'(N.G.V.D. 29) MORE OR LESS.

SYMBOL LEGEND

ABBREVIATION	SYMBOL	DEFINITION
		ALUMINUM LIGHT POLE
		BELLSOUTH MANHOLE
		BELLSOUTH TELEPHONE BOX
		BENCHMARK
		CABLE BOX
		CATCH BASIN
C/L		CENTERLINE
		CLEAN OUT VALVE
CLR.		CLEAR
C.L.F.		CHAIN LINK FENCE
CONC.		CONCRETE
C.B.S.		CONCRETE BLOCK STRUCTURE
		CONCRETE LIGHT POLE
		CONCRETE POWER POLE
		CONTROL VALVE
		DRAINAGE MANHOLE
		DRILL HOLE
		DUAL POLE SIGN
		ELECTRIC BOX
		ELECTRIC METER
E.M.O.H.	OHL	ELECTRIC WIRE OVERHEAD
ELEV.		ELEVATION (EXISTING)
ELEV.		ELEVATION (PROPOSED)
F.F.		FINISHED FLOOR
		FIRE HYDRANT
		FIRE MAIN VALVE
		FLORIDA POWER AND LIGHT COMPANY MANHOLE
		FORCE MAIN VALVE
FND.		FOUND
GAR.		GARAGE
		GAS MANHOLE
		GAS METER
		GAS VALVE
		GUARD POST
I.F.		IRON FENCE
I.P.		IRON PIPE
L.A. R/W		LIMITED ACCESS RIGHT OF WAY
		MAIN SEWER VALVE
		MAIL BOX
		MANHOLE
MEAS.		MEASURED
		MONUMENT
		NAIL
N. & D.		NAIL AND DISC
O/L		ON LINE
P.B.		PLAT BOOK
P.C.		POINT OF CURVATURE
P.C.P.		PERMANENT CONTROL POINT
PG.		PAGE
P/L		PROPERTY LINE
P.R.M.		PERMANENT REFERENCE MONUMENT
		RAIL ROAD CROSSING SIGN
REC.		RECORDED INFORMATION
R/W		RIGHT OF WAY
SEC.		SECTION
		SECTION CORNER
		SEWER MANHOLE
		SIGN
		SPRINKLER VALVE
		SQUARE CUT AND NAIL
		STORM MANHOLE
		STREET LIGHT BOX
		STREET SIGN
		TELEPHONE BOX
		TELEPHONE MANHOLE
		TRAFFIC SIGNAL
		TRAFFIC SIGNAL BOX
		VALVE
		WATER METER
		WATER VALVE
		WELL
W.F.		WOOD FENCE
		WOOD POWER POLE
		ASPHALT
		BRICK
		CONCRETE
		TILE



GRAPHIC SCALE

(IN FEET)
1 inch = 30 ft.

NOTE:
THE EXPRESS PURPOSE AND INTENT OF THIS TENTATIVE PLAT IS TO ABANDON AN EXISTING EASEMENT AS SHOWN ON PLAT BOOK 44 AT PAGE 72 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND TO RELOCATE THE EXISTING DRAINAGE PIPE WITHIN SAID EASEMENT, SAID EASEMENT TO BE RELOCATED BY INSTRUMENT.

FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805
L.B. No. 6557

THESE DRAWINGS AND SPECIFICATIONS CONTAIN THE CONFIDENTIAL AND UNPUBLISHED WORK OF THIS FIRM, AND SHALL NOT BE DISCLOSED TO ANY PERSON, CORPORATION OR ENTITY WITHOUT THE WRITTEN CONSENT OF THIS FIRM. THE VISUAL CONTENTS OF THESE DRAWINGS OR PLANS, OR USED FOR ANY PURPOSE WHATSOEVER, ARE NOT TO BE COPIED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION FROM FAMF AND APPROPRIATE COMPENSATION TO FAMF.

RECORD OF REVISION

No.	DATE	DESCRIPTION	BY	APP.
1	10/03/2025	(Revised T-plat as per Client's Comments)	R.R.	R.R.
2	03/02/2026	(Revised T-plat as per City of North Bay Village)	D.R.	R.R.

HARBOR ISLAND REPLAT

TYPE OF PROJECT: BOUNDARY / ALTA SURVEY FOR TENTATIVE PLAT
SHEET NAME: SKETCH OF SURVEY AND SYMBOL LEGEND
CLIENT: EL - AD NBV, LLC
CLIENT ADDRESS: 100 EAST PALMETTO PARK ROAD, SUITE 400 BOCA RATON, FLORIDA 33432
PROJECT LOCATION: SECTION 8, TOWNSHIP 53 SOUTH, RANGE 42 EAST MIAMI-DADE COUNTY, FLORIDA

SCALE: AS SHOWN
DRAWN BY: D.R.JAER
ENG. CHECKED BY:
QUALITY CONTROL:
DATE: MARCH 2ND, 2026
PROJECT No: 25-020-0551
SHEET: 2 of 2 SHEETS

GT GreenbergTraurig

OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance and in compliance with Chapter 28, Subdivision Code, and as an inducement for acceptance of a proposed tentative plat or final subdivision plat or waiver of plat (the "**Agreement**") covering the real property, hereinafter described, it is hereby certified that I have examined that certain Owner's Policy prepared by First American Title Insurance Company under policy number 1246422, covering the period from the beginning to May 2, 2025, at 3:35 P.M. (the "**Title Evidence**") inclusive, with respect to the real property more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein (the "**Property**").

Basing our opinion solely on the aforesaid Title Evidence covering said period referenced above, we are of the opinion that on the date last mentioned above, the fee simple title to the Property was vested in:

EL-AD NBV LLC, a Delaware limited liability company

(the "Property Owner")

Based solely upon my review of the Amended and Restated Limited Liability Agreement of El-Ad NBV LLC dated as of April 25, 2025, it is our opinion that, as of the date hereof, Orly Daniell, Arik Bronfman and Matthew Jefferies, each a Manager of **EL-AD NBV LLC, a Delaware limited liability company**, are authorized, each acting alone, to execute the Agreement in connection with the Property.

Subject to the following encumbrances, liens and other exceptions:

A) RECORDED MORTGAGES:

1) Mortgage Agreement from EL-AD NBV LLC, a Delaware limited liability company to Metropolitan Commercial Bank, a New York state-chartered bank, dated April 25, 2025, filed of record, May 02, 2025, in Book 34737, Page 227, Public Records of Miami Dade County, Florida, in the original principal amount of $10,000,000.00.

2) Assignment of Leases and Rents between EL-AD NBV LLC, a Delaware limited liability company, as Assignor, and METROPOLITAN COMMERCIAL BANK, a New York state chartered bank, as Assignee, dated April 25, 2025, and recorded May 02, 2025, in Book 34737, Page 245, of Official Records.

3) UCC-1 Financing Statement recorded in Book 34737, Page 252, of Official Records.

B) RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

NONE

C) GENERAL EXCEPTIONS:

1) All taxes and assessments for the year 2025 and subsequent years which are not yet due and payable.

2) Rights of persons other than the above owners who are in possession.

3) Facts that would be disclosed upon accurate survey.

4) Any unrecorded labor, mechanics' or materialmen's liens.

5) Zoning and other restrictions imposed by governmental authority.

6) Taxes or special assessments which are not shown as existing liens in the public records.

7) Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

D) **SPECIAL EXCEPTIONS**:

1) Lease Agreement dated December 1, 2021, as amended by that certain Amendment to Lease Agreement dated January 13, 2022 and that certain Second Amendment to Lease Agreement dated January 1, 2023, by and between S2 NBV LLC, a Florida limited liability company, and Pacific and Orient Properties LLC, a Delaware limited liability company, as tenant thereunder, with no rights of first refusal or purchase options; as affected by Third Amendment to Lease Agreement dated April 21, 2025.

2) 10 foot easement, Dedication and Reservation shown on the Plat of Harbor Island, recorded in Plat Book 44, Page 72; as affected by Agreements by Sea Bay Corporation, a Florida corporation recorded in Book 3834, Page 184 Official Records.

3) Terms and conditions of the Development Agreement between S2 NBV, LLC, a Florida limited liability company and North Bay Village, Florida, a Florida municipal corporation recorded in Book 34059, Page 4043 of Official Records.

4) Matters shown on that certain survey dated January 27, 2025, last revised April 8, 2025, prepared by Ford, Armenteros & Fernandez, Inc., as follows:

a) Fences located within the boundaries lines of the property in various areas, and extend onto adjacent property in other areas

b) Electric overhead line extend onto the property over the westerly boundary line without apparent easement

c) Concrete light poles and electric boxes located on the property without apparent easement

d) Traffic sign extends over the westerly boundary line onto the property.

5) Assignment and Assumption of Development Agreement and Assignment of Permits between S2 NBV, LLC, a Florida limited liability company as Assignor, and EL-AD NBV LLC, a Delaware limited liability company, as Assignee, dated April 25, 2025, and recorded May 08, 2025, in Book 34750, Page 1793, of Official Records.

NOTE: All recording references in this form shall refer to the public records of Miami-Dade County, Florida, unless otherwise noted.

I HEREBY CERTIFY that I have reviewed all of the aforementioned encumbrances and exceptions.

Therefore, it is our opinion that the following parties must join in the platting of the above-described real property in order to grant Miami-Dade County and the public, a good and proper title to any dedicated areas shown on the final plat of the Property.

Name	**Interest**	**Special Exception Number**
EL-AD NBV LLC, a Delaware limited liability company	Fee Simple Owner	N/A
Metropolitan Commercial Bank, a New York state-chartered bank	Mortgagee	N/A

The following is a description of the aforementioned Title Evidence:

Number	**Company Certifying**	**No. of Entries**	**Period Covered**
1246422	First American Title Insurance Company	19	Beginning through May 2, 2025, at 3:35 P.M.

[Signature Page Follows]

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 29th day of May, 2025.

GREENBERG TRAURIG, P.A.

By:_____

Gary Saul, Esq.
FL BAR # 444936
333 S.E. 2nd Avenue, Suite 4400
Miami, Florida 33131
Tel: 305-579-0846

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29th day of May, 2025, by Gary Saul, who is personally known to me or has produced _____ as identification and did not take oath.

_____

Name: Niurka A. Alvarado
Notary Public, State of Florida
Commission No.
My Commission Expires: 3/10/2028

[Notary Seal]

Notary Public State of Florida
Niurka A. Alvarado
My Commission HH 497961
Expires 3/10/2028

Exhibit "A"

Legal Description

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami-Dade County, Florida more particularly described as follows: Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (pc) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29° 11' 47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90° 00' 00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90° 00' 00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90° 00' 00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90° 00' 00" to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90° 00' 00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same May be amended or corrected.

When Recorded Return To:
c/o First American Title Ins. Co.
National Commercial Services
703 Waterford Way, Suite 500
Miami, FL 33126
File No.: 1246422

CFN: 20250335486 BOOK 34737 PAGE 219
DATE:05/02/2025 03:35:59 PM
DEED DOC 120,000.00
SURTAX 90,000.00
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Prepared by (or under the supervision of)
and after recording return to:

Nancy B. Lash, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131

PARCEL IDENTIFICATION NO. 23-3209-001-0013

SPECIAL WARRANTY DEED

THIS INDENTURE is made this 25 day of April, 2025, by and between S2 NBV, LLC, a Florida limited liability company (hereinafter called "**Grantor**"), whose address is 18851 NE 29TH Avenue, Suite 1011, Aventura, Florida 33180, and **EL-AD NBV LLC**, a Delaware limited liability company (hereinafter called "**Grantee**"), whose address is 150 E. Palmetto Park Road, Suite 400, Boca Raton, Florida 33432. As used herein, the terms "**Grantor**" and "**Grantee**" shall be construed to include masculine, feminine, singular or plural as the context permits or requires, and shall include heirs, personal representatives, successors or assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten Dollars ($10.00), to it in hand paid by Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold and does hereby grant, bargain and sell to Grantee that certain real property, situated, lying and being in the County of Miami-Dade, State of Florida and legally described on Exhibit A attached hereto.

SUBJECT TO only those matters set forth on Exhibit B attached hereto and made a part hereof (the "**Permitted Exceptions**"), without reimposing same.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the improvements, licenses, tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining unto Grantee, its successors and assigns, in fee simple forever.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the aforesaid real estate; that Grantor has good right to sell and convey the same. Grantor hereby warrants the title to the aforesaid real estate and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed in its name and caused its seal to be affixed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

S2 NBV, LLC, a Florida limited liability company

Name: Joanna Plessis
Address: 2875 NE 191 St #701
Aventura, FL 33180

By: _____
Name: Marc Schmulian
Title: Manager

Name: Sara Sanchez
Address: 2875 NE 191 St #701
Aventura, FL 33180

STATE OF FLORIDA §

COUNTY OF MIAMI-DADE §

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, on April 23, 2025, by Marc Schmulian, the Manager of S2 NBV, LLC, a Florida limited liability company, on behalf said company. He/She personally appeared before me, is personally known to me or produced _____ as identification.

NOTARIAL SEAL

JOANNA PLESSIS NOTARY PUBLIC MY COMMISSION EXPIRES 12-9-2027 STATE OF FLORIDA COMMISSION NUMBER HH 431845

_____
Notary Public, State of Florida

Joanna Plessis
Printed/Typed Name

My Commission Expires: _____

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami-Dade County, Florida more particularly described as follows:

Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (pc) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29° 11' 47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90° 00' 00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90° 00' 00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90° 00' 00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90° 00' 00" to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90° 00' 00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same May be amended or corrected.

EXHIBIT B TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Real estate taxes or assessments for 2025 and subsequent years, which are not yet due and payable.
2. 10 foot easement, Dedication and Reservation shown on the Plat of Harbor Island, recorded in Plat Book 44, Page 72; as affected by Agreements by Sea Bay Corporation, a Florida corporation recorded in Book 3834, Page 184 of the Official Records of Miami-Dade County, Florida.
3. Terms and conditions of the Development Agreement between S2 NBV, LLC, a Florida limited liability company and North Bay Village, Florida, a Florida municipal corporation recorded in Book 34059, Page 4043 of the Official Records of Miami-Dade County, Florida.

ACTIVE 709842389v2

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MARCH 31, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND C OMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS LLC FOR A VARIANCE TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7938 AND 7940 WEST DRIVE WITH A REAR SETBACK OF FIFTEEN (15) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SECOND SIDE SETBACK OF SIX (6) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED “HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 839 8967 2951
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC
VILLAGE CLERK

Legal Ads and Public Notices

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Public Hearing - Planning & Zoning Board Meeting

North Bay Village | Publish Date: Mar 17, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON MARCH 31, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED "HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH EL-AD NATIONAL PROPERTIES, LLC RELATING TO THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 891 2658 3746**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

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North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Apr 7, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 13.E

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH EL-AD NATIONAL PROPERTIES, LLC RELATING TO THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission consider and Approve the Proposed Amendment to the Development Agreement with El-Ad National Properties, LLC.

BACKGROUND AND ANALYSIS

This is a companion item to agenda item 13C. The Development Agreement is being amended to implement the requests associated with the site plan modification, as negotiated by the Owner and Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TDB

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution - 1st Amendment to DA with El-Ad (S2 NBV).DOCX
Amendment to Development Agreement.DOCX
Notice of Public Hearing - MDC Legal Ads 040726.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH EL-AD NATIONAL PROPERTIES, LLC RELATING TO THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 5, 2024, the El-Ad National Properties, LLC's predecessor in interest, S2 NBV, LLC, entered into a "Development Agreement" with North Bay Village (the "Village") that was recorded on January 19, 2024, in Official Records Book 34059 at Page 4043 of the Public Records of Miami-Dade County, Florida (the "Agreement"); and

WHEREAS, the Agreement pertains to the real property located within the boundaries of the Village generally located at 7913-7915 West Drive and identified for real property tax purposes by Folio No. 23-3209-001-0013, as more specifically defined in the Agreement (the "Property"); and

WHEREAS, the Agreement followed the Village Commission's December 12, 2023 adoption of Resolution No. 2023-163 (the "Approval Resolution") approving a site plan application for a multifamily residential project consisting of 94 dwelling units with 177 parking spaces, together with ancillary resident amenities in a 239 foot 2 inch building that relied on 22 dwelling units of transferred density and bonus height (the "Project"); and

WHEREAS, paragraph 15 of the Agreement provides that the "obligations imposed pursuant to [the] Agreement upon the Owner and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns […]"; and

WHEREAS, on April 25, 2025, S2 NBV, LLC conveyed title of the Property to El-Ad National Properties, LLC (the "Owner"), by Special Warranty Deed recorded on May

2, 2025 in Official Records Book 34737 at Page 219 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Owner is bound by the terms of the Agreement; and

WHEREAS, on April 21, 2026 (the “Commission Approval Date”), the Village Commission adopted Resolution No. 2026-_____ (the "Site Plan Modification Resolution"), pursuant to Sec. 5.8 of the Village’s Unified Land Development Code (the “ULDC”), approving the Owner’s site plan modification application for a multifamily residential project at the Property consisting of 94 for-sale residential dwelling units with 201 parking spaces, together with ancillary resident amenities in a 298 foot 8 inch (26 story) building that relies on 22 dwelling units of transferred density and bonus height that were originally approved in the Project (the "Revised Project"); and

WHEREAS, Section 8.15 of the Village’s ULDC provides that prior to the approval of a site plan that requests bonus height, bonus density, and/or the transfer of development rights, the Village and the owner of the subject property shall agree on tentative terms for a standard Development Agreement, which shall be presented to the Village Commission as support documentation for the site approval request; and

WHEREAS, pursuant to Section 8.15 and Chapter 15 of the Village’s ULDC, the Village and the Owner have agreed on the terms of a of a First Amendment to the Agreement which is attached hereto as Exhibit “A” (the “First Amendment”), which memorializes bonus requirements in the Revised Project, and other requirements, obligations, and commitments; and

WHEREAS, the Village Commission finds that the First Amendment is consistent with the Village’s Comprehensive Plan and the UDLC; and

WHEREAS, the Village Commission desires to approve the First Amendment and authorize the Village Manager to execute the First Amendment with the Owner in substantially the form attached hereto as Exhibit “A”; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the First Amendment with the Owner.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the First Amendment in substantially the form attached hereto as Exhibit "A" with the Owner, subject to approval as to form, content, and legal sufficiency.

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

Section 5. Effective Date. This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

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

PASSED AND ADOPTED on this 21st day of April, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter the "Amendment") is made and entered into this _____ day of _____, 2026 (the "Effective Date of the First Amendment"), by and between El-Ad National Properties, LLC, a Florida limited liability company (the "Owner"), and North Bay Village, a Florida municipal corporation (the "Village") (together, the "Parties").

RECITALS

WHEREAS, on January 5, 2024, the Owner's predecessor in interest, S2 NBV, LLC, entered into a "Development Agreement" with the Village that was recorded on January 19, 2024, in Official Records Book 34059 at Page 4043 of the Public Records of Miami-Dade County, Florida (the "Agreement"); and

WHEREAS, the Agreement pertains to 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 Agreement followed the Village Commission's December 12, 2023 adoption of Resolution No. 2023-163 (the "Approval Resolution") approving a site plan application for a multifamily residential project consisting of 94 dwelling units with 177 parking spaces, together with ancillary resident amenities in a 239 foot 2 inch building that relied on 22 dwelling units of transferred density and bonus height (the "Project"); and

WHEREAS, paragraph 15 of the Agreement provides that the "obligations imposed pursuant to [the] Agreement upon the Owner and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns […]"; and

WHEREAS, on April 25, 2025, S2 NBV, LLC conveyed title of the Property to the Owner, by Special Warranty Deed recorded on May 2, 2025 in Official Records Book 34737 at Page 219 of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Owner is bound by the terms of the Agreement and shall hereinafter be referred to as either the Owner or the Applicant; and

WHEREAS, on April 21, 2026 (the "Commission Approval Date"), the Village Commission adopted Resolution No. 2026-_____ (the "Site Plan Modification Resolution"), a copy of which is attached hereto as Exhibit "B", approving, pursuant to Sec. 5.8 of the North Bay Village Unified Land Development Code (the "ULDC"), the Owner's site plan modification application for a multifamily residential project at the Property consisting of 94 for-sale residential dwelling units with 201 parking spaces, together with ancillary resident amenities in a 298 foot 8 inch (26 story) building that relies on 22 dwelling units of transferred density and bonus height that were originally approved in the Project (the "Revised Project"); and

WHEREAS, the Developer and the Village desire to amend the Agreement to retain certain previously approved entitlements, terms, and conditions, while also allowing the development of the Revised Project at the Property; and

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Owner and the Village hereby make the following amendments to the Agreement: [1]

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Amendment are hereby deemed a part hereof.

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

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

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

5. **Execution, Recording, and Effective Date.** This First Amendment shall be executed by both Parties within thirty (30) days following approval at public hearing, and the Village shall thereafter record this First Amendment in the public records of Miami-Dade County at the Owner's expense. This First Amendment shall be effective upon recording in the public records of Miami-Dade County. Notwithstanding the Effective Date of the First Amendment, the Village and the Developer shall act in good faith to carry out the intent of this First Amendment upon the date of execution.

6. Paragraph 2 of the Agreement, entitled "Definitions," is modified as follows:

2. Definitions.

a. "Approval Resolution" ~~is defined in the third recital above~~ means Resolution No. 2023-163 adopted by the Village Commission on December 12, 2023 together with and as superseded by the Site Plan Modification Resolution.

* * *

c. "Site Plan" is that Development plan titled ~~"Marina View"~~ "El-Ad North Bay Village" prepared by ~~Charles H. Benson & Associates Architects, P.A.,~~ Garcia Stromberg as more fully described in Section 6 of this Agreement, as approved by the Approval Resolution.

* * *

m. "Master Building Permit" means a building permit for above-grade vertical construction of the ~~shell~~ building envelope of the principal building approved under the Project Approval, as hereinafter defined. A foundation permit does not

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

constitute a Master Building Permit.

* * *

o. "Project Approval" is defined in Section ~~6~~ 5 of this Agreement.

* * *

t. "Site Plan Modification Resolution" means the Resolution No. 2026-[INSERT # ONCE ASSIGNED] adopted by the Village Commission on April 21, 2026.

7. Paragraph 4 of the Agreement, entitled "Effective Date and Duration," is modified to read as follows:

4. Effective Date and Duration.

a. This Agreement shall become effective on the Effective Date (to wit: January 5, 2024). The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it ~~for an initial term of two (2) years from the Effective Date (the "Term"), provided that Owner may request two one (1) year extensions, for a total term of four (4) years~~ until December 21, 2030 (the "Term"), subject to extensions of the Project Approval allowed by law. The Parties agree that the Owner has exercised the maximum 48-month extension periods authorized by section 252.363, Florida Statutes and therefore, the Owner may only exercise applicable tolling periods pursuant to state law.

8. Paragraph 6 of the Agreement, entitled "Project Approval," is modified to read as follows:

6. Project Approval. The Project shall be in substantial conformance with the Site Plan which consists of the following (except as may be modified upon application by Owner pursuant to Section 5.9 of the ULDC):

~~a. Topographic survey prepared by Ford Armenteros & Fernandez, Inc. dated February 27, 2023~~

~~b. Architectural plans prepared by Charles H. Benson & Associate Architects, P.A., revisions dated March 29, 2023:~~

~~i. GN: rendering, Project Information and Location Map~~

~~ii. A-1: Proposed Site Plan~~

~~iii. A-2 through A-5: Proposed Floor Plans~~

~~iv. A-6: Proposed Roof Plan~~

~~v. A-7: Sections~~

~~vi. A-8 through A-10: Elevations~~

~~c. Landscape Plans prepared by Paradelo Burgess Design Studio, LLC, with Holland Engineering, dated October 20, 2023, including notarized Professional Preparer's Statement of Landscape Compliance signed and sealed by Jonathan Burgess dated September 21, 2023:~~

~~i. L-1: Landscape Plan~~

~~ii. L-2: Landscape Details~~

~~iii. L-3: Site Aerial~~

~~iv. L003: Aerial Impact and Existing Trees~~

~~d. Civil Engineering Plans prepared by Holland Engineering, dated October 27, 2023 and sealed digitally Susan Holland October 30, 2023:~~

~~i. PM-1: Pavement Marking and Signage Plan Level 1~~

~~ii. PM-2: Pavement Marking and Signage Plan Level 2~~

~~iii. PM-3: Pavement Marking and Signage Plan Levels 3 and 4~~

~~e. Traffic Study prepared by NV5 dated September 2023; signed by John Karnowski, P.E. on September 22, 2023 together with responses to comments.~~

a. ALTA survey prepared by Ford Armenteros & Fernandez, Inc. dated February 24, 2026
b. Architectural plans prepared by Garcia Stromberg, revisions dated June 20, 2025, as revised through February 27, 2026.
c. Landscape Plans prepared by Hitchcock Design Group, revisions dated June 20, 2026
d. Civil Engineering Plans prepared by Kimley-Horn & Associates sealed digitally on June 13, 2026.
e. Traffic Study prepared by NV5 dated June 11, together with responses to comments.

9. Paragraph 7 of the Agreement, entitled "Conditions of Approval," is modified to read as follows:

a. *General Conditions*

i. The Project Approval shall be valid ~~for two (2) years, commencing on the Effective Date~~ until December 21, 2030, within which time the Owner must obtain the Master Building Permit. ~~No more than two (2) one-year extensions may be granted upon approval by the Village Commission based upon a finding that Owner has made good faith efforts to seek a Master Building Permit and has submitted a complete Master Building Permit application within two (2) years of the Effective Date of this Agreement.~~ The initial ~~two-year~~ term and any subsequent extension that may be granted by the Village Commission plus any other extensions under this Agreement or under law is the "Project Validity Period." If the Owner desires to request an extension of the Project Validity Period under Sections 5.10 and 8.15 of the ULDC, a request for extension must be filed with the Village at least thirty (30) days prior to the end of the then-current Project Validity Period.

* * *

b. *Height Bonus*

i. ~~The maximum base height in the RM-70 zoning district is 150 feet. The Owner has requested to purchase additional height from North Bay Village concurrent with the Site Plan review, pursuant to Sections 8.12 and 8.13 of the ULDC. The maximum height bonus results in a building height of 190 feet (which may be exceeded only through the additional height available with the TDR).~~ The total building height of 298 feet 8 inches approved under the Project Approval consists of 150 feet of base height, 80 feet of bonus height pursuant to Sec. 8.12 of the ULDC, and 72 feet of height based on the transfer of density rights

pursuant to Sec. 8.13 of the ULDC.

ii. The Village acknowledges that Owner ~~shall pay~~ paid in full the community contribution fees ($282,000) related to ~~the approved~~ 40-feet of bonus height to achieve 190 feet within thirty (30) days of site plan approval by the Village Commission through Resolution 2023-163. The Owner shall pay an additional community contribution fee of $282,000 related to the remaining 40-feet of bonus height approved by the Project Approval within 30 days of the Site Plan Modification Resolution being adopted.

iii. No building permit shall be issued by the Village until the Owner has paid all the fees now due (equal to $282,000).

iv. In exchange for the payment of the height bonus fee in the accelerated manner established above, the Village will waive all parking space rental fees for street parking adjacent to the Property that is impacted by the construction of the Project for a ~~permit~~ period of up to 36 months beginning at the commencement of construction activity that requires the closing of the street spaces.

c. *Density Rights Transfer and Associated Bonus Height*

* * *

ii. Approval of this Application includes additional building height to allow a maximum building height of ~~239~~ 298 feet ~~2~~ 8 inches to accommodate the transferred density pursuant to Sec. 8.12.B.2 of the ULDC.

* * *

d. Workforce Housing. Pursuant to Section 8.10.1 of the ULDC, created by Ordinance No. 2022-13, if the Project is to offer units for rent, or converts to a rental building within five (5) years of a Certificate of Occupancy, at least 5% of the total number of units in the Project, or five (5) units, shall be reserved as workforce housing serving households with incomes between 60% and 140% of Area Median Income. If the Project is to offer units for rent, a Workforce Housing Covenant shall be executed and recorded by the property owner prior to the first building permit. If the Project is to offer units for sale, the Certificate of Occupancy shall include a condition that five (5) units shall be reserved for workforce housing serving households with incomes between 60% and 140% of Area Median Income in the event the multifamily residential development converts to a for-rent project within five (5) years of the Certificate of Occupancy.

e. *Landscape, Public Realm, Island Walk Access.*

* * *

iii. The Owner shall coordinate with the Village and the 360 Condominium on a strategy and agreement to implement the proposed Island Walk access points through the site, with the goal of increasing accessibility to the waterfront. The Owner shall construct the Island Walk access points depicted on the Site Plan at it sole cost and expense prior to issuance of the first certificate of occupancy, but shall only open such access points to public use if and when ~~In the event~~ the ~~Village and~~ the 360 Condominium ~~enter into an agreement providing~~ provides for public Island Walk access to the Island Walk constructed as part of the 360 Condominium property ~~prior to the issuance of a certificate of occupancy for the Project, the Owner shall complete the Island Walk access points depicted on the~~

~~Site Plan following the issuance of all necessary permits at its sole cost and expense~~.

* * *

x. ~~Prior to issuance of a building permit, the Applicant will negotiate a use covenant with the Village to hold public events at least once per quarter for community films projected on the south façade of the parking garage. In lieu of entering into a use covenant with the Village for public events involving community films, the Applicant may elect to incorporate an art wall covering the entirety of the blank portion of the south façade of the parking garage.~~

* * *

g. Traffic/Circulation/Parking.

* * *

xii. Owner is to provide evidence of compliance with recommendations of approved traffic study and compliance with traffic level of service standards prior to issuance of a Master Building Permit. Traffic analysis and queuing analysis of the intersection of East and West Drives and the through-way to 79th Street Causeway shall be provided to address potential intersection modifications to substantially reduce stacking conflicts attributed to this Project, and any modifications required to address intersection shall be made at the expense of the Owner. The analysis shall include and model the traffic associated with the Project together with all projects approved to date within the limits of Harbor Island including Village Hall. If the queuing analysis predicts a choke point that results in (i) more than a three (3)-minute wait time for vehicles to exit Harbor Island at any time, or (ii) vehicle queuing onto 79th Street Causeway for more than thirty (30) second intervals for vehicles entering Harbor Island, the Owner may, in lieu of providing evidence of satisfaction of these two requirements, contribute $130,000 to the Village for analysis, design, and/or construction of improvements to the intersection to be paid on or before the issuance of the first certificate of occupancy for the project.

* * *

h. *Other.*

* * *

iii. *Community Contribution*. The Owner has voluntarily proffered and the Village has agreed to accept payment or a written guaranty of a contribution to the Village in the amount of $130,000 prior to the earlier of application for building permit or May 1, 2026. The funds received by this contribution shall be unrestricted and may be used by the Village for any public purpose.

* * *

10. Paragraph 9 of the Agreement, entitled "Impacted Parking Spaces," is modified to read as follows:

Impacted Public Parking Spaces. Up to four (4) public parking spaces will be permanently removed from the public inventory to accommodate the access to

the Property. Two (2) spaces will be removed to allow driveway access for the Project. An additional two (2) spaces, for a total of (4) spaces, will be required to be removed in the event the Island Walk access points depicted on the Site Plan are developed. In the event the Owner is not obligated to complete the Island Walk access points depicted on the Site Plan under the terms of Section 7(e)(iii), the Owner shall pay $100,000 ($50,000 per space) to the Village prior to obtaining a Certificate of Occupancy. If the Owner is obligated to open ~~complete~~ the Island Walk access points to public use, it will not be required to compensate the Village for any permanently removed parking spaces.

11. Paragraph 17 of the Agreement, entitled "Notices," is modified to read as follows:

Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at:
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to:
Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134

If to Owner at:
~~S2 NBV, LLC~~
~~Attn: Marc Schmulian~~
~~18851 NE 29th Avenue, Suite 1011~~
~~Miami Beach, Florida 33180~~
El-Ad NBV, LLC
Attn: Matthew Jeffries
150 E. Palmetto Park Road, #400
Boca Raton, FL 33432

With copies to:
Bercow Radell Fernandez Larkin & Tapanes PLLC
Attn: Graham Penn, Esq.
200 S. Biscayne Boulevard,
Suite 300
Miami, Florida 33131

* * *

12. Conflicts. In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control. In the event of any conflict between this Amendment and the Approval Resolution, this Amendment shall govern.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

Draft

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

VILLAGE:
NORTH BAY VILLAGE, FLORIDA,
a Florida Municipal Corporation

In the presence of:

By: _____
Frank Rollason
Village Manager
Dated this ___ day of _____, 2026.

_____
Witness #1 Print Name: _____
Address: _____

_____
Witness #2 Print Name: _____
Address: _____

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this___ day of_____, 2026, by _____, as_____of North Bay Village, a Florida municipal corporation, on behalf of the Village. He/She is personally known to me or has produced _____as identification, and acknowledged that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

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

Draft

OWNER:

In the presence of:

El-Ad NBV, LLC, a Delaware limited liability company,

_____

Witness #1 Print Name: _____

Address:_____

_____

Print Name: _____

Title: _____

Dated this ____ day of _____, 2026.

_____

Witness #2 Print Name: _____

Address:_____

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this____ day of_____, 2026, by _____, as_____of El-Ad NBV, 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)

Draft

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Address: 7913 West Drive, North Bay Village, Florida

Folio Number(s): 23-3209-001-0013

Legal Description:

A Portion of Tract "A", Plat Book 44, at Page 72 of the Public Records of Miami–Dade County, Florida more particularly described as follows:

Commencing at the Southwesterly corner of Lot 88, or the Northwesterly corner of Tract "A" as same are shown on a Plat entitled HARBOR ISLAND, as recorded in Plat Book 44, at Page 72, of the Public Records of Miami Dade County, Florida, run Southerly along the Southerly production of the Westerly line of said Lot 88 or the Westerly line of Tract "A" as shown on the aforesaid plat, a distance of 150.00 feet to the Point of Beginning of the Parcel of land herein described; from said Point of Beginning continue Southerly along the Easterly line of West Drive or the Westerly line of said Tract "A", a distance of 90.00 feet to the Point of Curvature (PC) of a circular curve, thence run Southeasterly along the arc of a circular curve deflecting to the left having for its elements a central angle of 29°11'47", a radius of 369.00 feet, a distance of 188.03 feet to a point, said point being the intersection of the last mentioned arc with a line parallel to and 420.00 feet distant Southerly from the Southerly line of said Lot 88; thence run Easterly along a line parallel to and 420 feet distant Southerly from the Southerly line of Lot 88, a distance of 93.88 feet to a point, thence run Northerly along a line deflecting 90°00'00" to the left; said line being parallel to and 140.00 feet distant Easterly from the Easterly line of said West Drive, or the Westerly line of said Tract "A" produced Southerly, a distance of 156.28 feet to a point, thence run along a line deflecting 90°00'00" to the left, said line being parallel to and 263.72 feet distant Southerly from the Southerly line of said Lot 88, a distance of 40.0 feet, thence run Northerly along a line deflecting 90°00'00" to the right, along a line parallel to and 100.00 feet distance Easterly from the Easterly line of West Drive, or the Westerly line of said Tract "A," a distance of 263.72 feet to a point, thence run Westerly along a line deflecting 90°00'00"to the left, said line being the Southerly line of said Lot 88, a distance of 100.00 feet, thence run Southerly along a line deflecting 90°00'00" to the left, said line being the Easterly line of West Drive, or the Westerly line of said Tract "A" a distance of 150.00 feet to the Point of Beginning of the parcel of land herein described;

Less and except a Triangular piece of land in the Southeast Corner which was previously conveyed to The Wolf Corp., A Delaware Corporation, by Warranty Deed recorded in Official Records Book No. 2986, at Page 246, of the Public Records of Miami Dade County, Florida, as the same may be amended or corrected.

EXHIBIT "B"

SITE PLAN MODIFICATION RESOLUTION

Draft

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 APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING CHAPTER 150, "BOATS, VESSELS, AND HOUSEBOATS," OF THE VILLAGE CODE OF ORDINANCES, BY CREATING SECTION 150.22, "OVERNIGHT ANCHORING RESTRICTIONS," TO REGULATE CERTAIN OVERNIGHT ANCHORING OF VESSELS WITHIN THE WATERS OF THE VILLAGE; AMENDING SECTION 153.04, "SCHEDULE OF FINES AND CIVIL PENALTIES," TO ESTABLISH A PENALTY FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY HARBOR ISLAND DEVELOPMENT COMPANY, LLC FOR A USE EXCEPTION TO PERMIT A TEMPORARY SALES CENTER / MARKETING OFFICE ON PROPERTY LOCATED AT 7946 & 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY EL-AD NBV, LLC TO MODIFY THE SITE PLAN APPROVED BY RESOLUTION NO. 2023-163, FOR A MULTIFAMILY RESIDENTIAL PROJECT ON PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913–7915 WEST DRIVE, CONSISTING OF UP TO 94 DWELLING UNITS IN A 26-STORY, 298-FOOT-8-INCH BUILDING, WITH REQUESTS TO ALLOW: (A) COMPACT PARKING SPACES UP TO EIGHT PERCENT (8%) OF THE TOTAL PARKING PROVIDED; AND (B) SUBSTITUTION OF ONE REQUIRED LARGE TRUCK LOADING SPACE WITH A SMALL DELIVERY VEHICLE OR PASSENGER LOADING SPACE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] A TENTATIVE PLAT APPLICATION BY EL-AD NBV, LLC, ENTITLED "HARBOR ISLAND REPLAT" FOR PROPERTY IDENTIFIED BY FOLIO NUMBER 23-3209-001-0013, LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATIONS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH EL-AD NATIONAL PROPERTIES, LLC RELATING TO THE DEVELOPMENT OF A MULTIFAMILY RESIDENTIAL DEVELOPMENT PROJECT AT THE PROPERTY LOCATED AT APPROXIMATELY 7913-7915 WEST DRIVE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID: 891 2658 3746**
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

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SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Apr 7, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON APRIL 21, 2026 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Discussion and Possible Action Regarding the June Commission Meeting Schedule and Selection of the Summer Recess Month - Sponsored by Mayor Rachel Streitfeld

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld seeks to discuss a potential change to the date of the June Regular Commission Meeting.

The Regular Commission Meeting is currently scheduled for June 16, followed by the First Budget Workshop on June 18.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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 Possible Action Regarding the Designation of a Peace Park at the Galleon Street property, located on the East Side of the Community Center Adjacent to Schonberger Park - Sponsored by Commissioner Richard Chervony

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Richard Chervony wishes to engage the Village Commission to potentially designate a Peace Park at the Galleon Street property, located on the East Side of the Community Center Adjacent to Schonberger Park.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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 Possible Action Regarding the Issuance of a Proclamation Designating June 17, 2026, as "North Bay Village No Hate Day," in Partnership with the Blue Square Alliance Against Hate - Sponsored by Commissioner Richard Chervony

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Chervony hereby requests the Mayor and Village Commission to consider and approve the designation of June 17, 2026, as "North Bay Village No Hate Day" in partnership with the Blue Square Alliance against Hate.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion on the Ansin Family Park Development located at North Treasure Drive - Sponsored by Commissioner Doris Acosta

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Doris Acosta seeks to engage the Village Commission in a discussion regarding the future development of the properties located at 1601–1657 North Treasure Drive.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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 to Establish the Grand Opening Date for the Village's Community Center - Village Manager Frank Rollason

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
None

ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Lili Torres, Community Engagement Director

SPONSORED BY: Vice Mayor Goran Cuk and Commissioner Doris Acosta

SUBJECT: Discussion and Direction on a Proposed Citi Bike Docking Station - Sponsored by Vice Mayor Cuk and Co-Sponsored by Commissioner Doris Acosta

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

As part of North Bay Village's commitment to enhancing mobility, sustainability, and public access to alternative transportation, Vice Mayor Goran Cuk and the Resident Services Board has endorsed a proposal to bring Citi Bike to Harbor Island. The proposed locations—on the green space in front of the 360 Building and the entrance of Civic Park offer high visibility, walkability, and proximity to residential and commercial areas. Both sites have been approved by City Bike.

This initiative aligns with the goals of the NBV100 Master Plan, which envisions a more livable and connected community. The Citi Bike program will be implemented through a public-private partnership, leveraging existing contracts with neighboring municipalities to reduce administrative burden and expedite deployment.

The only associated cost to the Village is a $3,500 investment for the installation of a concrete slab over the grass to support the docking station. No ongoing operational or maintenance costs are anticipated.

Authorize Village Administration to proceed with the installation of a Citi Bike docking station

on Harbor Island, utilizing the green space in front of the 360 Building (across from the Sakura lot), as recommended by the Resident Services Board. The Village will piggyback on the existing contract with either Miami Beach or Surfside to facilitate implementation. Approve the allocation of **$3,500** for the installation of a concrete slab required to support the docking station infrastructure. No additional costs are associated with this proposal.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name:
GL Line-Item Number:
Total Budget Allocated: $
Encumbered Amount: 0
Amount Required: $3,500
Remaining Balance: $

PERSONNEL IMPACT
NONE

ATTACHMENTS
Citi Bike Possible Locations.pdf
DecoBike Miami Beach.pdf

Entrance of Civic Park

Possible Location 1



- 30 feet x 6 feet concrete slab
- Extension of existing sidewalk into green space
- Re-planting of small trees to other side of sidewalk
- 3 and 1/2 feet of sidewalk left for ADA
- 12 bikes

In front of 360 Condominium

Possible Location 2



- 40 feet x 6 feet concrete slab
- Can be seen from Causeway
- Good foot traffic
- 16 bikes

2023-32803

CONCESSION AGREEMENT

BETWEEN

THE CITY OF MIAMI BEACH, FLORIDA

AND

DECO BIKE, LLC.

FOR THE IMPLEMENTATION, MANAGEMENT, AND OPERATION OF A SELF-SERVICE BICYCLE RENTAL & SHARING PROGRAM

CONCESSION AGREEMENT

BETWEEN

THE CITY OF MIAMI BEACH, FLORIDA

AND

DECO BIKE, LLC.

FOR THE IMPLEMENTATION, MANAGEMENT, AND OPERATION OF A SELF-SERVICE BICYCLE RENTAL & SHARING PROGRAM

THIS CONCESSION AGREEMENT (the "Agreement") made on January _____, 2025 with an effective date of January 1, 2025 ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of the State of Florida, having its principal address at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (hereinafter called the "City"), and **DECO BIKE, LLC.**, a Florida limited liability corporation, whose address is 41 NE 17th Terrace, Miami, Florida 33132 ("Concessionaire").

WITNESSETH

WHEREAS, based upon the longstanding and satisfactory performance record of Concessionaire under the prior concession agreement, dated July 15, 2009 (the "First Concession Agreement"), including its ability to generate revenues for the City, on October 18, 2023, the Mayor and City Commission adopted Resolution No. 2023-32803, accepting the recommendation of the Finance and Economic Resiliency Committee, which recommended extending the First Concession Agreement for five (5) more years, and waiving, by 5/7th vote, the formal competitive bidding requirement in Section 2-367(e) of the City Code, finding such waiver to be in the best interest of the City, and authorizing the City Manager to negotiate and execute a new Concession Agreement with Concessionaire, for the Implementation, Management, and Operation of a Self-Service Bicycle Rental & Sharing Program; and further approving the terms of the Sponsorship Agreement between Concessionaire and Citibank, authorizing the operation of the Program under the title sponsored name of "Citi Bike".

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, it is agreed by the parties hereto as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are incorporated herein by reference as part of this Agreement.

SECTION 2. DEFINITIONS.

"City" shall mean the City of Miami Beach, a Florida municipal corporation having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139.

"City Manager" shall mean the Chief Administrative Officer of the City. The City Manager shall be considered to include any duly authorized designee(s), including, but not limited to, the City's Contract Manager, and shall serve as the City's representative to whom

administrative requests for approvals shall be made and who shall issue authorizations (exclusive of those authorizations reserved to the City Commission).

"Contract Manager" shall mean the individual appointed by the City Manager who shall be the City's authorized representative to coordinate, direct, and review on behalf of the City, all matters related to the Program, except as otherwise provided herein. For purposes of this Agreement the City's Contract Manager shall be the City of Miami Beach Parking Department Director.

"Concessionaire" shall mean Deco Bike, LLC, a Florida limited liability company. When the term "Concessionaire" is used in this Agreement, it shall be deemed to include any subconsultants, subcontractors, and any other person or entity acting under the direction or control of Concessionaire.

SECTION 1. TERM.

1.1 The term of this Agreement shall be for a period of five years (5) Contract Years, commencing on January 1, 2025 ("Commencement Date") and ending at 11:59 p.m. on December 31, 2029 (the "Term").

1.2 (Intentionally Omitted)

1.3 For purposes of this Agreement, the first "Contract Year" shall be defined as commencing on the Commencement Date and thereafter continuing for twelve (12) full calendar months, ending on the last day of the 12th full calendar month. Thereafter, each subsequent Contract Year shall be defined as that certain 365 day period commencing on the first day of the calendar month following the end of the prior Contract Year.

SECTION 2. CONCESSION AREA(S) AND CONCESSION SERVICE ZONE.

The City hereby grants to the Concessionaire the right, during the Term of this Agreement, to Implement, Manage, and Operate a Self-Service Bicycle Rental & Sharing Program using a combination of docked regular bicycles and docked electric-assisted bicycles ("E-Bikes") (each a "bicycle" and collectively the "bicycles"), as more particularly described herein (the "Program"), generally, in the following Concession Service Zone and, specifically, upon the following Concession Areas (hereinafter such areas shall be referred to individually as a Concession Area, or collectively as the Concession Areas):

2.1 Concession Service Zone.

The Concession Service Zone shall be defined as the geographical scope of the Program, which is deemed to be Citywide, and individually shall include all the Concession Areas (individually referred to as a "City Property" or collectively as "City Properties"), as more particularly delineated in **Exhibit 2.2** within the city limits of the City of Miami Beach.

2.2 Concession Area(s).

The Concession Areas are the actual physical site locations for the Program rental kiosks as designated by the City Manager, in the City Manager's sole discretion, to be used exclusively for the Program, as delineated in **Exhibit 2.2** (Typical Concession Area Site Plan and Concession Area Site List), incorporated herein by reference and attached hereto. In selecting the Concession Areas for this Agreement, the parties shall give consideration to minimizing the impact upon the available number of public parking areas/spaces in the City. Any change in the location of the Concession Areas shall be subject to the prior

written approval of the City Manager, in the City Manager's sole and absolute discretion, and **Exhibit 2.2** shall be amended to reflect the approved change to the Concession Areas. Additionally, any approved removal of an existing Concession Area and/or creation of a new Concession Area shall be performed at Concessionaire's sole cost and expense, with the removal of an existing Concession Area being performed in conformance of the terms set forth in Subsection 13.7.

2.2.1 In the event that an approved Concession Area is subsequently found to be unsuitable for a kiosk location, Concessionaire and the City shall cooperate to find a replacement Concession Area; however, in the event the parties cannot reach agreement, the decision of the City Manager shall prevail.

2.2.2 Underutilized Concession Area(s).
Upon written request by Concessionaire to the City Manager and upon Concessionaire presenting usage data for that Concession Area which indicates that the quantity of daily rentals or member uses originating from or returning to that Concession Area falls 50% below the Average Program Usage (as defined herein), or as may otherwise be reasonably demonstrated by Concessionaire to the satisfaction of the City Manager, the City Manager may deem a Concession Area an "Underutilized" Concession Area. The "Average Program Usage" ("APU") shall be defined as the average number of bicycle trips/uses per day per kiosk operating in the Program during a given calendar month. In the event the City Manager determines that a Concession Area is an Underutilized Concession Area, the City shall use reasonable efforts to cooperate with Concessionaire to find a replacement Concession Area; however, in the event the parties cannot reach agreement, the decision of the City Manager shall prevail.

2.2.3 High-Risk Concession Area(s).
Upon written request by Concessionaire to the City Manager, when its incidence of theft and/or vandalism is 50% higher than the Average Theft-Vandalism Rate (as defined herein), or as may otherwise be reasonably demonstrated by Concessionaire to the City Manager, the City Manager may deem a Concession Area a "High-Risk" Concession Area. The "Average Theft-Vandalism Rate" ("ATVR") shall be defined as the average number of acts of theft or vandalism per kiosk operating in the Program within a given calendar month. The Concessionaire shall present usage data for the Concession Area in question which indicates that the rate of theft and/or vandalism is 50% higher than the Average Theft/Vandalism occurring at the remaining Concession Areas. In the event that the City Manager determines that a Concession Area is a High-Risk Concession Area, the City shall use reasonable efforts to cooperate with Concessionaire to find a replacement Concession Area; however, in the event the parties cannot reach agreement, the decision of the City Manager shall prevail.

SECTION 3. USES.
The Concessionaire is hereby authorized to conduct the following kind(s) of Program related businesses and provide the following kind(s) of Program related services within the Concession Area(s), all at its sole cost and expense:

3.1 Docked Bicycle Rental Services and Program Equipment.

Concessionaire shall provide bicycle rentals at automated, self-service kiosks in the Concession Areas, on a short-term and subscription basis, incorporated herein by reference and attached hereto as **Exhibit 3.8**. The City herein approves the following Program Equipment, depicted in **Exhibit 3.1** (Program Equipment), incorporated herein by reference and attached hereto, which includes: (i) the types of rental kiosks and bicycle racks depicted in **Exhibit 3.1(a)** (Rental Kiosks and Bicycle Racks); (ii) the types of docked bicycles depicted in **Exhibit 3.1(b)** (Bicycle Image and Specs), incorporated herein by reference and attached hereto; and (iii) the types of docked E-Bikes depicted in **Exhibit 3.1(c)** (E-Bike Image and Specs"), incorporated herein by reference and attached hereto. Any amendments to **Exhibit 3.1** must be approved in writing by the City Manager or designee, on behalf of the City in its proprietary capacity, prior to such changes being implemented within the Concession Area(s), and the respective exhibit(s) will be amended accordingly. Additionally, notwithstanding the City's proprietary approval of any Program Equipment, Concessionaire shall be responsible for securing, at its sole cost, any required regulatory approvals as described in Subsection 3.2.2.

The Concessionaire agrees to maintain an adequate supply of bicycles necessary to accommodate demand. Bicycle rental and subscription services shall be offered daily to patrons at all times during Concession Area(s) hours of operation, as set forth in Subsection 3.9 hereof.

Concessionaire and/or the City may desire to add new technologies or equipment which may be developed in the future and are not contemplated under the Agreement.

In the event Concessionaire determines new equipment or technology should be used in the Program, Concessionaire shall make a request, in writing, to the City Manager which outlines the proposed new equipment or technologies and the advantages resulting from their implementation. The City Manager shall use reasonable efforts to approve or deny such request within thirty (30) days. In the event such a request is denied, the City Manager shall provide a detailed explanation stating why such changes to the Program Equipment or technology should not be made.

Concessionaire shall integrate any approved new equipment and/or technology at Concessionaire's sole cost and responsibility and at no cost to the City.

3.1.1 All respective equipment within an individual Concession Area including, without limitation, the rental kiosks, bicycle racks, and bicycles (all of which may be hereinafter referred to collectively as the "Equipment") shall be placed substantially in accordance with the approved Site Plan within the Concession Area. A typical Site Plan is depicted in **Exhibit 2.2**. The City's Contract Manager shall keep a record of the Site Plan for each Concession Area. Concessionaire shall not deviate from approved Site Plan without the prior written consent of the City Manager or designee.

3.1.2 It is the City's intent, and Concessionaire hereby agrees and acknowledges, to develop and promote a world class bicycle rental and sharing program that is comparable to those found at other world class communities similar to the City of Miami Beach. The condition and quality of Concessionaire's Equipment shall at all times adhere to the highest responsible ongoing maintenance standards, in a manner that is consistent with the aforestated standards.

Concessionaire shall maintain its bicycles in good working order and repair and useable condition. At a minimum, this shall require the following: chain good working order and free of rust; all moving components lubed; bicycle frame and fork structurally sound and in a clean condition; lights and reflectors functioning as designed; pedals in functional order; brakes functioning properly; handlebars properly attached and functional; tires inflated and free of excessive wear; wheels/spokes functional and free of excessive wear; seat in proper working order; all bolts and nuts properly secured; and all RFP-required accessories present and functioning as designed.

Concessionaire shall maintain the rental kiosk and bicycle racks in the Concession Areas in good, clean working order and repair, including without limitation, keeping them free of graffiti.

In the event that a kiosk or rack is damaged for any reason, Concessionaire shall, at a minimum, commence repairs within forty-eight (48) hours, and, in any event, complete repairs or (if irreparable) replace the damaged kiosk or rack so that same is fully operational, no later than ten (10) days from the date Concessionaire first became aware (or should be aware) of the damage.

In the event that a bicycle is damaged for any reason, Concessionaire shall, at a minimum, commence repairs within forty-eight (48) hours and, in any event, complete repairs or (if irreparable) replace the damaged bicycle(s) within ten (10) days from the first date of removal (at which time the fully repaired bicycle or a replacement bicycle shall be put back into service).

Following the Commencement Date, the City may, at its option, request that Concessionaire prove it is operating with a full inventory of all Program Equipment, including types and numbers (per item); dates of lease and/or purchase; and initial condition (established as of the date of inventory). Thereafter, City and Concessionaire may jointly prepare a plan and schedule for the ongoing replacement and/or updating of Equipment throughout the Term of this Agreement.

Many small/light maintenance items may be done on-site by Concessionaire and/or its subcontractors to eliminate or minimize unit downtime, while moderate to heavy maintenance may require Equipment to be removed from circulation and serviced at Concessionaire's repair

center.

The quality of Equipment offered in the Program will be first-rate and comparable to similar bike sharing programs in world-class communities (similar to City of Miami Beach).

3.2 Design, Permitting, Delivery, Acceptance and Installation of Rental Kiosks and Bicycle Racks.

Concessionaire shall erect, install, operate, and maintain, at its sole cost and expense, and at no cost to the City, all Program rental kiosks and bicycle racks within the Concession Areas contemplated in **Exhibit 3.1**.

Concessionaire shall not erect, install, operate, and maintain additional kiosks and bicycle racks (unless Concessionaire is undertaking the repair or replacement of an existing kiosk or bicycle rack in an approved Concession Area), nor identify additional or alternate locations for same (other than as identified in **Exhibit 2.2**, without the prior written approval of the City Manager or designee.

3.2.1 Concessionaire shall provide, at its sole cost and expense, any and all design services including, but no limited to, architectural and engineering services, as reasonably required for the design of the kiosks and bicycle racks. This shall include, without limitation, the following (as may be required by the City): preparation of schematic design documents consisting of drawings, site plans, elevations, samples as required to show the scale and relationship of the components and the design concept as a whole; and, based upon the schematic design documents, as approved by the City, design development documents which may consist of, but not be limited to, drawings, outline specifications and other documents necessary to fix and describe the size and character of the kiosk and bicycle racks in terms of architectural, structural (if any), and electrical (if any) systems, construction finish materials, and such other elements as the City may deem reasonably necessary and appropriate.

3.2.2 Although the City Manager, on behalf of the City, in its proprietary capacity may approve the design and color of the Equipment, said approval is subject to Concessionaire securing, at its sole cost and expense, all required regulatory approvals from all governmental authorities having jurisdiction over the Program, in connection with the permitting, installation and operation of the Program. With regard to the design of the kiosks and bicycle racks, the Concessionaire may be required to participate in a number of public presentations, workshops, community meetings, etc., as required for review and approval from regulatory bodies, and as may otherwise be deemed necessary by the City Manager, in their reasonable discretion, for community and public involvement. This shall include, without limitation, meeting with the staff of the City's Planning Department to determine whether the kiosks and bicycle racks will require Design Review and Historic Preservation Board approvals. If so required, Concessionaire shall be responsible for securing all final, non-appealable approvals from any and all such regulatory boards, at Concessionaire's

sole cost and expense; provided, however, that the City (as the owner of the land for the Concession Areas) shall reasonably cooperate with Concessionaire in assisting with the timely submittal of any owner's affidavits (and/or such other documents that may be required by the City, as owner of the land).

3.2.3 The Concessionaire herein warrants and represents to the City that any architects utilized by Concessionaire shall be duly licensed and admitted to practice architecture in the State of Florida pursuant to Chapter 481, Florida Statutes, and additionally possess the requisite occupational licenses from the City and the County. Any and all engineer required herein shall also be duly licensed and certified by the State of Florida to engage in the practice of engineering in Florida.

3.2.4 The Concessionaire shall, at its sole cost and expense, fabricate, construct, and install (or cause to be fabricated, constructed, and installed) the kiosks and bicycle racks, based on the approved design (and subject to the conditions, if any, or any regulatory board orders). Concessionaire shall be responsible for preparation of any and all plans and specifications for same, and shall be responsible for obtaining all required governmental approvals and permits prior to fabrication/construction/installation.

3.2.5 In the event any notice or claim of lien shall be asserted against the interest of the City on account of or arising from any work done by or for Concessionaire, or any person claiming by, through or under Concessionaire, or for improvements or work, the cost of which is the responsibility of Concessionaire, Concessionaire agrees to have such notice or claim of lien cancelled and discharged within fifteen (15) days after notice to Concessionaire by City. In the event Concessionaire fails to do so, the City may terminate this Agreement for cause without liability to the City. Additionally, the City at its discretion, but without obligation, may secure the release of the lien and Concessionaire shall be responsible for promptly reimbursing the City for all costs associated with the release of the lien including, without limitation, the lien amount and all costs and attorney's fees associated therewith within ten (10) days after rendition of a bill or statement.

3.2.6 City shall not be liable for any claims, losses or damages suffered by third parties arising from Concessionaire's or its officers, agents, employees or contractors; fabrication, construction, installation and maintenance of the kiosks and bicycle racks, unless caused by City's gross negligence or willful misconduct. In addition to the preceding sentence, Concessionaire shall maintain, or require that is contractor(s) maintain: (i) worker's compensation insurance in at least the minimum amount required by Florida law; and (ii) Commercial General Liability on a comprehensive basis, including Contractual Liability, Products/Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The City of Miami Beach, Florida shall be included as an additional insured with respect to this coverage,

and shall provide to City with a certificate evidencing such coverage.

3.3 Project Schedule.
The system is already deployed and no downtime is required for the implementation of this Agreement.

3.4 Fleet.
Concessionaire is to provide the following bicycle fleet:

- 100 docked E-Bikes in operation, which number may be increased to up to 200 at the option of the City Manager, to be operated pursuant to the docked E-Bike Guidelines set forth in **Exhibit 3.1(c)**;
- Fleet of 1,100 docked bicycles in operation on a Citywide basis, including 100 docked E-Bikes, subject to increase by up to 100 more docked E-Bikes, which may be approved by the City Manager, for a total fleet of up to 1,200 docked bicycles ("Operational Ceiling").

3.5 (Intentionally Omitted)

3.6 Additional Equipment.

Notwithstanding any provisions to the contrary herein, and subject further to approval by the City, which approval shall be at the City Managers sole and absolute discretion, the City shall be solely responsible for determining the need (if at all) for installation of additional Equipment on the City Property, based on usage and operational load. In the event that the City determines, and Concessionaire agrees, that there is a need for installation of additional Equipment on the City Property, the City, in its sole discretion, shall determine the additional Concession Area (or Areas) for such Equipment, and **Exhibit 2.2** hereto shall be amended accordingly to identify any such additional Concession Area(s).

3.7 Removal of Equipment at Request of City.

Notwithstanding the approval of the installation of any Equipment, within a designated Concession Area, the City Manager may request the removal of any Equipment, when the City Manager, in the City Manager's sole and reasonable discretion, deems that the service of a particular Equipment is no longer required. Except in the case where exigent circumstances exist, which in the City Manager's discretion require a shorter response time, the City shall provide Concessionaire with thirty (30) days written notice of such request ("Request for Removal"). Upon receipt of a Request for Removal, Concessionaire shall remove said Equipment in conformance of the terms set forth in Subsection 13.7.

3.8 Price Schedule for Program Services.
Concessionaire shall provide the Program services based upon the price schedule delineated in **Exhibit 3.8,** incorporated herein by reference and attached hereto. Any changes to these fees must be approved, in writing, by the City Manager. The City shall have the final right of approval for any changes in the fees.

3.9 Hours of Operation.
All Concession Areas and operations shall be open 24 hours per day, 365 days in the year, weather or events of force majeure permitting.

3.10 Hurricane Evacuation Plan.

Concessionaire agrees that any and all Equipment not permanently affixed, must be removed within twelve (12) hours from the issuance of a Hurricane Warning by the Miami-Dade County Office of Emergency Management, and stored at a private, off-street storage facility. Concessionaire shall provide the City Manager or designee with a hurricane preparedness/evacuation plan, which shall include the location and proof of ownership and/or control by Concessionaire (either through a deed, lease or other document satisfactory to the City Manager or designee) of the aforestated off-site storage facility; both of which shall be referenced in **Exhibit 3.10** (Preparedness and Evacuation Plan), incorporated herein by reference and attached hereto. Concessionaire shall begin to restock the fleet into the Concession Areas only upon receiving verbal or written notice to do so from the City Manager or designee, and said restocking shall be completed within four (4) business days.

3.11 Ownership of Equipment.

The Equipment shall be the sole and exclusive property of Concessionaire during the Term of this Agreement.

SECTION 4. CONCESSION FEES, SPONSORSHIP FEES, PUBLIC BENEFITS AND CITY CONTRIBUTION.

Concessionaire shall pay to the City Concession Fees equal to the greater of (1) the Annual Minimum Guarantee payment (MG), in the amount of $380,000.00; or (2) the annual percentage of gross sales receipts (PG) payment as more particularly described below:

4.1 Percentage of Gross Sales (PG).

An amount equal to 12% of the total gross sales receipts from the operation of the Concession Areas, based on Concessionaire's cumulative gross sales receipts totaling less than $3,000,000.00 during a given Contract Year, shall become due and payable by Concessionaire to the City within fifteen (15) days following the end of each calendar month during each Contract Year throughout the Term.

An amount equal to 15% of the total gross sales receipts from the operation of the Concession Areas, based on Concessionaire's cumulative gross sales receipts equal to or greater than $3,000,000.00 during a given Contract Year, shall become due and payable by Concessionaire to the City within fifteen (15) days following the end of each calendar month during each Contract Year throughout the Term.

As referenced herein, percentage of gross sales receipts (PG) shall mean "all income retained or accrued as a result of sales activity, derived by the Concessionaire under the privileges granted by this Agreement (not including the sponsorship payments pursuant to the Citi Bike Sponsorship Agreement), including without limitation, Concessionaire's short-term bicycle rentals, bicycle subscription program, and membership sales, excluding amounts of any Federal, State, or City sales tax, or other tax, governmental imposition, assessment, charge or expense

of any kind, collected by the Concessionaire from customers and required by law to be remitted to the taxing or other governmental authority." Any sales which result in credit card chargebacks where the customer's credit card company refuses or denies payment on transactions shall not be calculated as a part of any revenues subject to revenue sharing.

4.2 Minimum Guarantee (MG).

Deco Bike, LLC, agrees to pay the City an annual Minimum Guarantee (MG), in the amount of three hundred eighty thousand ($380,000.00). In the event that the total PG payments to the City for a given Contract Year was less than the MG, Concessionaire shall pay to the City the difference between the PG payments received for the Contract Year and the MG amount, due and payable at the end of the Contract Year. In the event that the total monthly PG payments received by the City for a given Contract Year were equal to or more than the MG amount, Concessionaire shall be deemed to have met its MG obligations and no additional Concession Fee payments would be due to the City.

4.3 Sponsorship Program with Citibank.

In addition to Concession Fees described in Subsections 4.1 and 4.2, this Agreement provides for sponsorship payments to the City, pursuant to the sponsorship agreement between Concessionaire and Citibank ("Citi Bike Sponsorship Agreement"), which contemplates a bicycle share program with both, the City of Miami and the City of Miami Beach. The City's portion of the sponsorship payments is based upon the following categories and percentage of shared advertising revenues: 12.5% naming rights; 25% from the Bicycle Sponsorship Program and 12% from the Kiosk Sponsorship Program, as more particularly described in the "Citi Bike Sponsorship Agreement and Sponsorship Extension Chart" for 2025-2029, attached hereto as part of **Exhibit 4.3**. 1/12th of the sponsorship payments is currently due and payable by Concessionaire to the City fifteen (15) days following the end of each calendar month during each Contract Year throughout the Term. The Citi Bike Sponsorship Agreement, incorporated herein by reference and attached hereto as part of **Exhibit 4.3**, will expire on December 31, 2029. Any extension of the current Citi Bike Sponsorship Agreement shall not require separate approval by the City; however, any changes to the material terms of the Citi Bike Sponsorship Agreement, such as the amount of the sponsorship payments, or any new sponsorship agreement shall require the prior written approval of the City Commission.

4.4 Bicycle Basket Advertising Program and Kiosk Advertising Program. In connection with commercial advertising as described in Section 16.2, which may occur lieu of the Sponsorship Program with Citibank or simultaneously therewith, if permitted by Citibank, the City shall receive twenty-five percent (25%) of all gross sales receipts from the Bicycle Basket Advertising Program and twelve percent (12%) of all gross sales receipts from the Kiosk Advertising Program.

4.5 Public Benefits/City Contribution.

Deco Bike has established membership plans, as more particularly delineated in **Exhibit 3.8**. Additionally, Concessionaire has an ongoing City of Miami Beach employee rental plan at $99 annually with unlimited 30-minute trips.

In addition to the established membership plans, Concessionaire agrees to provide three (3) 30-minute free rides per month for Miami Beach residents who are not current customers of the Program, or one (1) free month for every twelve months of membership for established customers of the Program ("Monthly Incentive Program") in order to incentivize use of bicycles as a transportation alternative. Concessionaire will cover the cost of the Monthly Incentive Program up to the total amount of $35,000.00 per Contract Year and the City will cover the cost exceeding $35,000.00 per Contract Year. The City Commission, at its sole and absolute discretion, may terminate the Monthly Incentive Program.

4.6 Payment Remittance.

All payments due to the City hereunder shall be sent to the following address

City of Miami Beach Parking Department
Attention: Administrative Services Manager
1755 Meridian Avenue, 2nd Floor
Miami Beach, Florida 33139

4.7 Interest for Late Payment.

Any payment which Concessionaire is required to make to City which is not paid on or before the respective date provided for in this Agreement shall be subject to interest at the rate of eighteen percent (18%) per annum, or the maximum interest allowable pursuant to Florida law, whichever is less, from the due date of payment until such time as payment is actually received by the City. In addition, any payment received after five (5) days of its due date, shall accrue a late charge of five percent (5%) of the payment amount due.

4.8 Sales and Use Tax.

At the Contract Manager's sole option and discretion, any required Florida State Sales and Use Tax due in connection with any payments due to the City, shall be paid by Concessionaire directly or added to the payments due to the City and forwarded to the City as part of said payments. It is the City's intent that it is to receive all payments due from Concessionaire as net of such Florida State Sales and Use Tax.

SECTION 5. MAINTENANCE AND EXAMINATION OF RECORDS.

Concessionaire shall maintain current, accurate, and complete financial records (on an accrual basis) related to its operations herein. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the City Manager or the City's Contract Manager, upon prior notice, whether verbal or written, and during normal business hours. Such records and accounts shall include, at a minimum, a breakdown of gross receipts, expenses, and profit and loss statements. In the event Concessionaire accepts cash as a form of payment, it shall maintain accurate receipt-printing cash registers or the like which will record and show the payment for every sale made or service provided in the Concession Areas; and such other records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross receipts and profit and

loss statement pursuant to generally accepted accounting principles.

5.1 Reports of Gross Receipts, Maintenance and Usage

5.1.1 Within thirty (30) days from the end of each Contract Year throughout the Term, Concessionaire shall provide the Contract Manager with a detailed annual report of the gross receipts for the preceding Contract Year. The report shall reflect the activity on a monthly basis and shall itemize the total monthly gross revenues and expenses from each Concession Area in the Program.

5.1.2 Upon the request of the City Manager or Contract Manager, Concessionaire shall submit a monthly (or at such greater intervals, i.e. quarterly or annually, as requested by the City) maintenance report reflecting routine maintenance performed on the Concession Area Improvements, including any repairs performed on any of the Equipment.

5.1.3 Upon the request of the City Manager or Contract Manager, Concessionaire shall provide the City with monthly reports regarding the usage of the bicycles, including the following metrics: number of bicycles, number of trips, average trip length, membership vs casual trips, top 10 stations with the highest number of bicycle pick-ups and returns.

5.1.4 Upon the request of the City Manager or Contract Manager, Concessionaire shall develop and conduct a user survey to collect data throughout the Term to document the following metrics: trip purpose, frequency of use, alternative mode choice, and other data points as applicable. The survey shall be distributed by the Concessionaire to users via a mobile application and user emails.

SECITON 6. INSPECTION AND AUDIT.

Concessionaire shall maintain its financial records pertaining to its operations herein for a period of three (3) years after the expiration or other termination of this Agreement, and such records shall be open and available to the City Manager or Contract Manager, as deemed necessary by them. Concessionaire shall maintain all such records at its principal office, currently located at 41 NE 17th Terrace, Miami, Florida 33132. At the request of the City, all such records shall be relocated, at Concessionaire's expense, to a location in Miami Beach, within ten (10) days' notice (written or verbal).

The City Manager or Contract Manager shall be entitled to audit Concessionaire's records pertaining to its operations, as often as he deems necessary throughout the Term of this Agreement, and three (3) times within the three (3) year period following termination of the Agreement (regardless of whether such termination results from the natural expiration of the Term or for any other reason). The City shall be responsible for paying all costs associated with such audits, unless the audit(s) reveals a deficiency of five (5%) percent or more in Concessionaire's statement of gross receipts for any year or years audited, in which case Concessionaire shall pay to the City, within thirty (30) days of the audit being deemed final by the City, the cost of the audit and a sum equal to the amount of the deficiency revealed by the audit, plus interest.

Concessionaire shall submit at the end of each Contract Year (throughout the Term), an annual statement of gross receipts, in a form consistent with generally accepted accounting principles. Additionally, such statement shall be accompanied by a report from

an independent CPA firm.

It is Concessionaire's intent to stay informed of comments and suggestions by the City regarding Concessionaire's performance under the Agreement. Within thirty (30) days after the end of each Contract Year, upon written notice from the City Manager, Concessionaire shall meet with the City Manager or Contract Manager to review Concessionaire's performance under the Agreement for the previous Contract Year. At the meeting, Concessionaire and City may discuss quality, operational, maintenance and any other issues regarding Concessionaire's performance under the Agreement.

SECTION 7. TAXES, ASSESSMENTS.

7.1 Concessionaire agrees and shall pay before delinquency all taxes and assessments of any kind levied or assessed upon a Concession Area or the Concession Areas, and/or on Concessionaire by reason of this Agreement, or by reason of Concessionaire's business and/or operations within a Concession Area or Areas. Concessionaire will have the right, at its own expense, to contest the amount or validity, in whole or in part, of any tax by appropriate proceedings diligently conducted in good faith. Concessionaire may refrain from paying a tax to the extent it is contesting the imposition of same in a manner that is in accordance with law. However, if, as a result of such contest, additional delinquency charges become due, Concessionaire shall be responsible for such delinquency charges, in addition to payment of the contested tax, if so ordered.

Concessionaire shall also be solely responsible (at its sole cost and expense) for obtaining and maintaining current any applicable licenses or permits, as required for the operations contemplated in this Agreement including, without limitation, any occupational licenses required by law for the proposed uses contemplated in Section 2 and for each Concession Area (if required).

7.2 Procedure if Ad Valorem Taxes Assessed.

If ad valorem taxes are assessed against a Concession Area or the Concession Areas (or any portion thereof) by reason of Concessionaire's business and/or operations thereon, Concessionaire shall be solely responsible for prompt and timely payment of same.

SECTION 8. EMPLOYEES AND INDEPENDENT CONTRACTORS.

8.1 Concessionaire's Employees.

8.1.1 Concessionaire shall select, train and employ such number of employees or contractors as is necessary or appropriate for Concessionaire to satisfy its responsibilities hereunder. Concessionaire shall be the sole authority to hire, terminate and discipline any and all personnel employed by Concessionaire.

8.1.2 Concessionaire shall designate a competent full-time employee to oversee the day-to-day operations, and who shall act as the contract administrator for the Program and serve as Concessionaire's primary point-person with the City. This individual shall have the requisite amount of experience in operating, managing, and maintaining the Program and operations contemplated herein. The employee shall be accessible to the City Manager or Contract Manager at all times during normal business hours (8:00 A.M. to 5:00 P.M.) to discuss the management, operation and maintenance of the Program, and during the hours of 8:00 A.M. and 2:00

A.M. in the event of an emergency. Consistent failure by the employee to be accessible shall be reported to Concessionaire's principal(s), and if not rectified, shall be grounds for replacement of the employee.

8.2 Concessionaire's employees and/or contractors shall wear identification badges and uniforms approved by the City Manager or Contract Manager, during all hours of operation when such employee or contractor is acting within the scope of such employment or such contractor relationship. All employees and/or contractors shall observe all the graces of personal grooming. The Concessionaire shall hire people to work in its operation who are neat, clean, well groomed, and who shall comport themselves in a professional and courteous manner. The Concessionaire and any persons hired or otherwise retained by Concessionaire, shall never have been convicted of a felony.

8.3 Concessionaire shall use its best efforts to hire employees and/or contractors for the Program from among unemployed workers in the City of Miami Beach workforce.

SECTION 9. IMPROVEMENTS, MAINTENANCE, REPAIR AND OPERATION.

The Concessionaire accepts the use of any and all Concession Areas provided in this Agreement **"AS IS," "WHERE IS,"** and **"WITH ALL FAULTS,"** existing as of the Effective Date.

9.1 Improvements

In addition to the specific procedures set forth in Subsection 3.2 for the design, fabrication, construction, and installation of the Equipment, Concessionaire shall also be solely responsible (including cost) and shall pay for the design, fabrication, construction, and installation of any and all improvements to a Concession Area or Areas ("Concession Area improvements"), including all site preparation costs, as defined in Subsection 3.2.1.

9.2 Maintenance/Repair.

The Concessionaire shall maintain, at its sole cost and expense, the Concession Areas and any Equipment thereon (as required to operate the Program).

9.2.1 Concessionaire shall be solely responsible for the day to day operation, maintenance and repair of all Concession Areas. Concessionaire shall maintain the Concession Areas and any Equipment thereon in good working order and condition. Concessionaire shall keep all Equipment free of graffiti.

9.2.2 All damage of any kind to a Concession Area and any Equipment thereon shall be the sole obligation of Concessionaire, and shall be repaired, restored or replaced promptly by Concessionaire, at its sole cost and expense, to the satisfaction of the City Manager or designee. Concessionaire shall keep a reasonable stock of materials and Equipment on hand to address the replacement or repair of Equipment which may be lost, stolen or damaged in the ordinary course of its operations. In the event any Equipment is lost, stolen, or damaged, it shall be promptly replaced or repaired by Concessionaire no later than ten (10) days from the date of loss, theft, or damage.

9.2.3 All of the aforestated repairs, restorations and replacements shall be in quality and class equal to or better than the original work (or Equipment) and

shall be done in good and workmanlike manner.

9.2.4 If Concessionaire fails to make such repairs, restorations and/or replacements to a Concession Area and/or to any particular Equipment thereon, the same may be made by the City, at the City's sole option and discretion, but not its obligation. Concessionaire shall be responsible for any costs associated therewith, and shall reimburse the City within ten (10) days after rendition of a bill or statement.

9.2.5 It shall be Concessionaire's sole obligation to insure that any renovation, repairs and/or improvements made by Concessionaire to the Concession Areas comply with all applicable building code and life safety codes of governmental authorities having jurisdiction.

9.3 Orderly Operation.

The Concessionaire shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Concession Areas and any Concession Area Improvements thereon. The Concessionaire shall make available all Equipment within a Concession Area for examination by the City Manager or their authorized representative, upon reasonable verbal and/or written notice from the City.

9.3.1 Concessionaire agrees, also at its sole cost and expense to pay for all garbage disposal generated by its operations.

9.4 No Dangerous Materials.

The Concessionaire agrees not to use or permit the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida, on or within any of the Concession Areas, or on any City property and/or right of way.

Concessionaire shall indemnify, defend and hold City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Concessionaire of any "hazardous substance" or "petroleum products" on, under, in or upon the Concession Areas as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, Concessionaire shall have no liability in the event of the willful misconduct or gross negligence of the City, its agents, servants or employees. The provisions of this Subsection 9.4 shall survive the termination or earlier expiration of this Agreement.

9.5 Security.

The Concessionaire shall be responsible, at its sole option, to employ or provide reasonable security measures, as it may deem necessary to protect the Concession Area and any Equipment thereon. Under no circumstances shall the City be responsible for any stolen or damaged Equipment, nor shall the City be

responsible for any stolen or damaged personal property of Concessionaire's employees, contractors, agents, patrons, guests, invitees, and/or other third parties.

Notwithstanding, the preceding paragraph, Concessionaire shall not be obligated to have a duty to provide security services (whether manned or automated) to patrons using the Program, as the Program is contemplated as an unattended self-service and automated system. Concessionaire shall not employ any recorded video surveillance without the approval of the City Manager or designee.

City and Concessionaire understand that bicycle theft has been identified as a problem in other bicycle sharing programs. One of the potential causes for theft may be that the locking mechanism may leave inexperienced users of these types of bike sharing programs unsure of whether their bicycle is properly locked. Accordingly, in order to deter theft, Concessionaire shall prominently disclose on each kiosk, in visible, plain, easy to read/understand language and/or symbols, the proper procedure(s) for safely docking and locking a bike into the bike docking station. Similarly, Concessionaire shall utilize a locking system that clearly indicates to users when a bicycle has been fully and properly locked. It is highly recommended that Concessionaire utilize a mechanism that is fully incorporated into the bicycle design, so that it should be impossible to remove the lock without breaking the bicycle.

Concessionaire shall also place a clearly visible, legible disclaimer on kiosks, and on patron/customer receipts, advising users that Program bikes do not come equipped with individual locks and that neither the City nor Concessionaire shall be liable or otherwise responsible to users if the bicycle is stolen while in use (including bicycles that are not properly locked at the conclusion of use).

9.6 Inspection.
The Concessionaire agrees that any Concession Area (including, without limitation, any Concession Area Improvement thereon) may be inspected at any time by the City Manager or Contract Manager, or by any other municipal, County, State officer, or officers of any other agency(ies) having responsibility and/or jurisdiction for inspections of such operations. The Concessionaire hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference with the concession operation as a result of inspection by any public agency(ies) or officials, (including, without limitation, by reason of any such public agency or official in enforcing any laws, ordinances, or regulations as a result thereof). Any such interference shall not relieve the Concessionaire from any obligation hereunder.

SECTION 10. INSURANCE.

10.1 Concessionaire shall maintain, at its sole cost and expense, the following types of insurance coverage at all times throughout the Term of this Agreement.

10.1.1 Comprehensive General Liability in the minimum amount of One Million ($1,000,000.00) Dollars per occurrence for bodily injury and property damage. This policy must also contain coverage for premises operations, products and contractual liability.

10.1.2 Worker's Compensation Insurance shall be required in accordance with the

laws of the State of Florida.

10.1.3 Automobile Insurance shall be provided covering all owned, leased, and hired vehicles and non-ownership liability for not less than the following limits:

A.	Bodily Injury	$1,000,000 per person
B.	Bodily Injury	$1,000,000 per accident
C.	Property Damage	$1,000,000 per accident

10.1.4 Comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of $1,000,000. The City shall be used as a loss payee under this coverage.

10.1.5 Umbrella liability insurance with an annual aggregate limit of not less than $1,000,000. The City shall be used as a loss payee under this coverage.

10.2 Construction Insurance.

The City shall not be liable for any claims, losses or damages suffered by third parties arising from Concessionaire's, or its officers', agents', employees' or contractors' fabrication, construction, and installation of the Concession Area Improvements.

10.2.1 Concessionaire shall maintain, or require that its contractor(s) maintain, the following insurance coverages in connection with the installation of the Concession Area Improvements:

A. Worker's Compensation insurance in at least the minimum amounts required by Florida law; and

B. Commercial General Liability on a comprehensive basis, including Contractual Liability, Products/Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. The City of Miami Beach, Florida shall be included as an additional insured with respect to this coverage.

10.3 The liability policies affording the coverages described in the above subsections shall be endorsed to cover the City and its employees, agents, directors and officers as additional insureds.

10.4 Concessionaire shall deliver certificates of insurance to the City's Contract Manager and renewal policies shall be obtained, and certificates delivered to the Contract Manager, at least fifteen (15) days prior to expiration. The certificates of insurance shall state that the issuing company shall provide thirty (30) days' prior written notice to the certificate holder should any of the policies be cancelled prior to the expiration date.

10.5 All of Concessionaire's certificates, above, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance must be furnished by insurance companies authorized to do business in the State of

Florida and approved by the City's Risk Manager. Original certificates of insurance for the above coverage must be submitted to the City's Risk Manager. These certificates will be kept on file in the office of the Risk Manager, City Hall, 1700 Convention Center Drive, 3rd Floor, Miami Beach, Florida 33139. The Concessionaire shall also be solely responsible for obtaining, submitting, and maintaining current and in full force, all insurance for its subcontractors.

10.6 All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "A-" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager.

10.7 Compliance with the insurance requirements in this section, shall not relieve the Concessionaire of the liabilities and obligations under this section or under any other portion of this Agreement, and the City shall have the right to obtain from the Concessionaire specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage. The Concessionaire represents and warrants that any insurance protection required by this Agreement or otherwise provided by its contractors and subcontractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, contractors, consultants, agents, and instrumentalities as herein provided.

10.8 Waiver of Subrogation.
The terms of insurance policies referred to in the above subsections shall preclude subrogation claims against Concessionaire, the City and their respective officers, employees, contractors, agents, and servants.

SECTION 11. INDEMNITY.

11.1 In consideration of a separate and specific consideration of Ten ($10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless and defend the City, its officials, directors, members, employees, contractors, agents, and servants from and against any and all actions (whether at law or inequity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from: (1) wholly or in part from the negligent acts, errors, omissions or other misconduct of Concessionaire, its officers, director, members, employees, agents, contractors, subcontractors, or any other person or entity acting under Concessionaire's control or supervision; (2) Concessionaire's breach of the terms of this Agreement or its representations and warranties herein; (3) the operation of the Program; or (4) the use of the Concession Area Improvements or the Equipment. To that extent, Concessionaire shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals.

11.2 In addition, in consideration of a separate and specific consideration of Ten ($10.00) Dollars and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Concessionaire shall indemnify, hold harmless

and defend the City, its officials, directors, employees, contractors, agents, and servants from and against any claim, demand or cause of action of whatever kind or nature arising out of any misconduct of Concessionaire, its officials, directors, employees, contractors, agents, and servants not included in the paragraph in the subsection above and for which the City, its officials, directors, employees, contractors, agents, and servants are alleged to be liable.

11.3 Subsections 11.1 and 11.2 shall survive the termination or expiration of this Agreement.

SECTION 12. FORCE MAJEURE.

12.1 A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Concessionaire or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, inability to secure materials and Equipment from any of the available manufacturers, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

12.2 If the City or Concessionaire's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

12.3 No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.

12.4 Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

12.5 Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than one hundred eighty (180) days or causes fifty percent (50%) or more of the Concession Areas to be usable, either party may terminate the Agreement on a given date, by giving written notice to the other of such termination. If the Agreement is terminated pursuant to this section, the City shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

12.6 Waiver of Loss from Hazards.
The Concessionaire hereby expressly waives all claims against the City for loss or damage sustained by the Concessionaire resulting from any Force Majeure event, and the Concessionaire hereby expressly waives all rights, claims, and demands against the City and forever releases and discharges the City of Miami Beach, Florida, from all demands, claims, actions and causes of action arising from any of the aforesaid causes.

SECTION 13. DEFAULT AND TERMINATION.

Subsections 13.1 through 13.6 shall constitute events of default under this Agreement. An event of default by Concessionaire shall entitle the City to exercise any and all remedies described as City's remedies under this Agreement, including but not limited to those set forth in Subsection 13.5 and Section 14.

13.1 Bankruptcy.
If either the City or Concessionaire shall be adjudged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of either party shall be appointed, or if any receiver of all or any part of the business property shall be appointed and shall not be discharged within sixty (60) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors, or shall file a voluntary petition in bankruptcy, or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, Federal, State, or otherwise, or if such petitions shall be filed against either party and shall not be dismissed within sixty (60) days after such filing, then the other party may immediately, or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract.

13.2 Default in Payment.
If any payment and accumulated penalties are not received within ten (10) days after the payment due date, and such failure continues five (5) days after written notice thereof, then the City may, without further demand or notice, terminate this Concession Agreement without being prejudiced as to any remedies which may be available to it for breach of contract; and may begin procedures to collect the Performance Bond required in Section 14 herein.

13.3 Non-Monetary Default.
In the event that Concessionaire or the City fails to perform or observe the non-monetary covenants, terms or provisions under this Agreement, and such failure continues thirty (30) days after written notice thereof from the other party hereto, such non-defaulting party may immediately or at any time thereafter, and without further demand or notice, terminate this Agreement without being prejudiced as to any remedies which may be available to it for breach of contract. In the event that a default is not susceptible to being cured within such period, the defaulting party shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default, but in no event shall such extended cure period exceed ninety (90) days from the date of written notice thereof. In the event Concessionaire cures any default pursuant to this subsection, it shall promptly provide the City Manager with written notice of same.

13.4 The failure of any Equipment to be operational for a period of time exceeding fifteen (15) continuous calendar days, shall constitute a default under this Agreement.

13.5 City's Remedies for Concessionaire's Default.
If any of the events of default, as set forth in this section, shall occur, the City may, after expiration of the cure periods, as provided above, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to the right to give to Concessionaire a notice of termination of this Agreement. If such notice is given, the term of this Agreement shall terminate upon the date specified in such notice from City to Concessionaire. On the date so specified, Concessionaire shall then quit and surrender the Concession Area(s) to City pursuant to the provisions of Subsection 13.7. Upon the termination of this Agreement, all rights and interest of Concessionaire in and to the Concession Area(s) and to this Agreement, and every part thereof, shall cease and terminate and City may, in addition to any other rights and remedies it may have, retain all sums paid to it by Concessionaire under this Agreement, including but not limited to, the Performance Bond in Section 14 herein.

In addition to the rights set forth above, the City shall have the rights to pursue any and all of the following:

A. the right to injunction or other similar relief available to it under Florida law against Concessionaire; and/or
B. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Concessionaire's default.

13.6 If an event of default by the City shall occur, the Concessionaire may, after expiration of the cure periods, as provided above, terminate this Agreement upon written notice to the City. Said termination shall become effective upon receipt of a written notice of termination by the City, but in no event shall Concessionaire specify a termination date that is less than sixty (60) days from the date of the written termination notice. On the date specified in the notice, Concessionaire shall quit and surrender the Concession Area(s) to City pursuant to the provisions of Subsection 13.7.

13.7 Surrender of Concession Areas / Removal by Concessionaire of Concession Area Improvements.

Upon expiration, or earlier termination of this Agreement, Concessionaire shall surrender the Concession Areas **in the same condition as the Concession Areas were prior to Concessionaire installing the Concession Area Improvements.** The City shall grant Concessionaire the right, upon the termination or earlier expiration of this Agreement, to enter upon the City Property locations, pursuant to an agreed upon schedule, executed by the parties, for the removal of the Concession Area Improvements contained therein ("Removal Schedule"). Concessionaire shall, at its sole expense and at no charge to the City, remove all Concession Area Improvements from the Concession Areas, (as well as any other permanent or fixed improvements installed by Concessionaire): (1) no later than thirty (30) days after the conclusion of the Term, (or from the date of other termination of this Agreement), or (2) the scheduled removal date as set forth in the Removal Schedule agreed upon by the parties for each City Property location, whichever is later, unless a longer time period is agreed to, in writing, by the City Manager. Concessionaire shall coordinate the removal of the Concession Area Improvements with the City and shall also, in conjunction with such removal, at its sole cost and expense, restore the City Property to its original (or better) condition prior to the date in which Concessionaire installed the Concession Area Improvements , including repairing any damage caused from such removal (the removal of the Concession Area Improvements and restoration of the Concession Areas shall be collectively referred to herein as the "removal process"). Concessionaire shall perform the removal process in such a way as to minimize interference with the operation of the City Property.

Concessionaire's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Continued occupancy of any Concession Areas after termination or expiration of the Agreement (unless otherwise agreed to pursuant to the signed Removal Schedule) shall constitute trespass by the Concessionaire, and may be prosecuted as such. In addition, the Concessionaire shall pay to the City One Thousand ($1,000.00) Dollars per day per Concession Area as liquidated damages for such trespass and holding over.

13.8 Substitute Performance.

In the event that the Concessionaire fails to properly perform the removal of any Concession Area Improvements and restoration of the Concession Areas to their original condition in accordance with the terms of the Agreement, then the City shall have the right to undertake and/or purchase, as the City Manager deems appropriate, any such supplies, materials, services, etc., covered herein and to charge Concessionaire for all actual costs thereby incurred by the City.

Concessionaire shall be responsible for paying all of said costs.

13.9 (Intentionally Omitted)

SECTION 14. PERFORMANCE BOND OR ALTERNATE SECURITY.

Concessionaire shall, within thirty (30) days from Effective Date, furnish to the City Manager or Contract Manager a Performance Bond in the penal sum stated below for the payment of which Concessionaire shall bind itself for the faithful performance of the terms and conditions of this Agreement. A Performance Bond, in the amount of One Hundred Thousand ($100,000.00) Dollars, shall be provided by the Concessionaire in faithful observance of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the City Manager or Contract Manager, in his sole discretion. The form of the Performance Bond or alternate security shall be approved by the City's Chief Financial Officer. In the event that a Certificate of Deposit is approved, it shall be a One Hundred Thousand ($100,000.00) Dollar one-year Certificate of Deposit in favor of the City, which shall be automatically renewed, the original of which shall be held by the City's Chief Financial Officer. Concessionaire shall be so required to maintain said Performance Bond or alternate security in full force and effect throughout the Term of this Agreement. Concessionaire shall have an affirmative duty to notify the City Manager or Contract Manager, in writing, in the event said Performance Bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Concessionaire, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.

SECTION 15. ASSIGNMENT.

Concessionaire shall not assign all or any portion of its costs or obligations under this Agreement without the prior written consent of the City Commission, in its sole discretion. Concessionaire shall notify the City Manager of any proposed assignment, in writing, at least sixty (60) days prior to the proposed effective date of such assignment. In the event that any such assignment is approved by the City Commission, the assignee shall agree to be bound by all the covenants of this Agreement required of Concessionaire.

SECTION 16. SPONSORSHIPS.

16.1 The City reserves unto itself all present and future rights to negotiate all forms of endorsement and/or sponsorship agreements based on the marketing value of any City trademark, property, brand, logo and/or reputation. Any and all benefits derived from an endorsement and/or sponsorship agreement based on the marketing value of a City of Miami Beach trademark property, brand, logo and/or reputation, shall belong exclusively to the City. Concessionaire shall be specifically prohibited from entering into, or otherwise creating any, sponsorships and/or endorsements with third parties which are based solely or in any part on the marketing value of a City trademark, property, brand, logo and/or reputation.

It is further acknowledged that the name, likeness, equipment, concepts, logos, designs and other intellectual property rights of Concessionaire shall remain in the exclusive possession and control of Concessionaire at all times; provided, however, that Concessionaire hereby grants City an irrevocable license to use any Concessionaire trademark, brand, and/or logo, for purposes of the City's promotion of the Program and including, without limitation, the right to use such trademarks, brand, and/or logo in all media (for such public marketing purposes) whether now existing or as may exist in the future.

16.2 Advertisements.

16.2.1 Consistent with the approval for advertisement and sponsorship under Concessionaire's First Concession Agreement pursuant to Resolution No. 2012-27975, the City acknowledges that Concessionaire may display limited commercial advertising material through the sale by Concessionaire of sponsorship branding or advertisements placed upon bicycle baskets in the Program (the "Bicycle Basket Advertising Program") or upon up to forty (40) of Concessionaire's bicycle rental kiosks ("Advertising Kiosks") (the "Kiosk Advertising Program"), as more particularly described in **Exhibit 16.2**, to be placed along commercial (not residential) corridors, at the Concession Area locations identified in **Exhibit 16.2**, subject to Concessionaire securing all applicable permitting requirements and design reviews. The City Manager, at its sole discretion, reserves the right to change the location of any Advertising Kiosk to a different existing kiosk within a commercial corridor. All sponsors and sponsorship agreements involving the Bicycle Basket Advertising Program and the Kiosk Advertising Program shall be subject to approval by the City Commission, at its sole and absolute discretion.

16.2.2 In Lieu of the Bicycle Basket Advertising Program and the Kiosk Advertising Program described in Subsection 16.2.1, as of the Effective Date, Concessionaire has secured, and the City has approved, the Citi Bike Sponsorship Agreement, a copy of which is attached hereto as **Exhibit 4.3**. Notwithstanding the foregoing, in the event that during the term of the Citi Bike Sponsorship Agreement, Citibank permits use of the Advertising Kiosks for third party advertising on a non-exclusive basis, those Advertising Kiosks could be used for commercial advertising, in accordance with the terms and conditions of this Agreement.

16.2.3 No additional advertisements or sponsorships may be secured or displayed by Concessionaire without the prior written approval of the City Commission.

16.2.4 Any approved advertisements displayed on bicycles or kiosks shall comply with all Federal, State, Miami-Dade County, and City of Miami Beach laws, rules, regulations, ordinances, and codes, including, but not limited to, those pertaining to and/or related to billboards, outdoor advertisements, and signage, as applicable. In addition, the construction, materials, content and appearance of any Advertisements to be installed on the bicycles must be allowable, and, if allowed, shall comply with such other and future requirements as Federal, State, County, and City authorities may from time to time impose, including, but not limited to, public safety, zoning, building, and aesthetic requirements.

16.2.5 **Advertising Standards**. All advertisements shall comply with the following standards:

16.2.5.1 While the City understands the need to maximize advertising revenue, the City is also interested in maintaining a pleasant and aesthetic image and ensure the quality-of-life of its residents. The City Manager, at the City Manager's sole discretion, may request removal of any advertisement that the City deems unacceptable including, without limitation, advertisement that is offensive,

objectionable, inappropriate, or that does not reflect favorably upon the City, its residents and visitors.

16.2.5.2 Concessionaire is solely responsible for all design, development, production, redesign, removal, and installation of advertising.

16.2.5.3 Concessionaire shall adhere to generally accepted principles of advertising in relation to good taste and truth in advertising. No advertising which is considered objectionable and offensive in its content or method of presentation shall be displayed.

16.2.5.4 Concessionaire shall neither accept for display, install, display nor maintain any advertisement that falls within one or more of the following categories;

A. contains the words "STOP", "LOOK", "DRIVE IN", "DANGER" or any other word, symbol, or displays in a manner that is designed to distract vehicular traffic;
B. false or misleading;
C. material that is immoral, lascivious, or obscene as defined in Section 847.001, Florida Statutes;
D. no advertising shall be for businesses engaged in any activity that requires the exclusion of minors pursuant to Chapter 847, Florida Statutes;
E. promotes unlawful or illegal goods, services or activities;
F. tobacco or tobacco related products including electronic cigarettes;
G. firearms;
H. sexual services, programs or products;
I. political candidates or political issues, campaigns;
J. detrimental to the operation or goals of the City;
K. competitive products included in any Agreement with the City relating to a citywide exclusive sponsorship agreement, as notified in writing to Concessionaire. As of the Effective Date of this Agreement the City has executed an exclusive pouring rights agreement with PepsiCo for all non-alcoholic beverage categories, including but not limited soda, water, juice, iced tea, isotonics, and an exclusive pouring rights agreement with Red Bull for the energy drink beverage category, as such, advertising of any competing products is prohibited;
L. Advertising related to marijuana or medical marijuana to the extent prohibited by State or federal law, including, without limitation, Section 381.986(8)(h) of the Florida Statutes;
M. contains images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age, disability or sexual orientation; and
N. any such additional prohibited category of advertising or additional requirement for the installation and display of the advertisements, which may be added at any time by the City Manager, at the City Manager's sole option and discretion; provided that the City Manager or designee shall provide Concessionaire with written notice of such additional category or requirement.

16.2.5.5 Advertising of alcoholic beverages, as defined by Section 561.01, Florida Statutes, shall be permitted **only** on the Advertising Kiosks and with the following restrictions:

A. No advertising for alcoholic beverages or legal cannabis shall be within 250 feet of any type of public or private school, including pre-schools, elementary schools, middle schools, high schools, colleges, and universities;

B. No advertising for alcoholic beverages or legal cannabis shall be within 250 feet of houses of worship, including churches, synagogues, temples, and mosques;

C. No advertising for alcoholic beverages shall be within 250 feet of Hospitals or addiction treatment centers;

D. No ad shall be allowed that promotes over consumption or boisterous/party behaviors;

E. All advertising for alcoholic beverages must include the disclaimer below as mandated by the Alcoholic Beverage Labeling Act ("ABLA") of 1988. Government warning disclaimer must be equal to at least 10% of the size of the ad: "GOVERNMENT WARNING: (1) According to the Surgeon General, women should not drink alcoholic beverages during pregnancy because of the risk of birth defects. (2) Consumption of alcoholic beverages impairs your ability to drive a car or operate machinery, and may cause health problems.

16.2.5.6 **Advertising Removal. Any prohibited or unacceptable material displayed or placed shall be removed (or covered, so as to not display the advertising material in question) within 48 hours by Concessionaire upon receipt of written notice from the City Manager or City Manager's designee.** In the event Concessionaire fails to remove or cover any prohibited or unacceptable material within forty-eight hours of receipt of written notice from the City, the City may, at its sole option and discretion, remove or cover the prohibited material and charge Concessionaire for the actual cost thereof, or terminate this Agreement for cause, without further notice to Concessionaire. The City shall not be liable for any damages in connection therewith.

16.3 At the sole option and discretion of the City Manager, the City may place a link to any website maintained by Concessionaire, including for users to reach Concessionaire and/or learn more information about the Program. Concessionaire agrees to place a link for the City of Miami Beach on its website to inform users of the City Property locations under the Program. At the City's request, Concessionaire shall remove the link or any reference to the Miami Beach Program or City Property locations. Both the City and Concessionaire agree to make good faith efforts to promote the use of Equipment within the City of Miami Beach under the terms of this Agreement. Any placement of advertisement or other form of promotion of the Program, including City Property locations which

are the subject of the Program, shall be subject to the prior written approval of the City Manager.

SECTION 17. NO IMPROPER USE.

The Concessionaire will not use, nor suffer or permit any person to use in any manner whatsoever, any Concession Areas or Concession Area Improvements thereon, for any illegal, improper, immoral or offensive purpose, or for any other purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. The Concessionaire will protect, indemnify, and forever save and keep harmless the City, its officials, employees, contractors, and agents from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Concessionaire, or any official, director, agent, contractor, or servant regarding the concession. In the event of any violation by the Concessionaire, or if the City or its authorized representative shall deem any conduct on the part of the Concessionaire to be objectionable or improper, the City shall have the right to suspend concession operation should the Concessionaire fail to correct any such violation, conduct, or practice to the satisfaction of the City Manager or Contract Manager within twenty-four (24) hours following written notice of the nature and extent of such violation, conduct, or practice. Such suspension to continue until the violation is cured to the satisfaction from the City Manager or Contract Manager.

SECTION 18. NOTICES.

Any notice required to be given or otherwise given pursuant to this Contract shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent recognized overnight courier service as follows:

If to CONCESSIONAIRE:	Deco Bike, LLC. 41 NE 17th Terrace Miami, Florida 33132 Attn: Ricardo Pierdant E-mail: ricardopierdant@aol.com
With copy to:	E-mail: management@decobike.com
If to the CITY:	City of Miami Beach Attention: Parking Director 1755 Meridian Avenue, 2nd Floor Miami Beach, Florida 33139
With copy to:	City of Miami Beach Attention: City Manager 1700 Convention Center Drive Miami Beach, Florida 33139

Notwithstanding the foregoing, the City expressly authorizes Deco Bike, LLC., to notice its designated Contract Manager, with a mailing address of City of Miami Beach Parking Department, 1755 Meridian Avenue, 2nd Floor, Miami Beach, Florida 33139 with regard to all matters pertinent to this Agreement, except with respect to any alleged defaults,

which will require notice to the parties set forth in Section 18.

SECTION 19. LAWS.

19.1 Compliance.
Concessionaire shall comply with all applicable City, County, State, and Federal ordinances, statutes, rules and regulations, including but not limited to all applicable environmental City, County, State, and Federal ordinances, statutes, rules and regulations.

19.2 Governing Law.
Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any civil action arising in any way from this Agreement or the activities of the parties under this Agreement shall be brought only in a court of competent jurisdiction located in Miami-Dade County, Florida.

19.3 Equal Employment Opportunity.
Neither Concessionaire nor any affiliate of Concessionaire performing services hereunder, or pursuant hereto, will discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, sexual orientation, and disability (as defined in Title I of ADA). Concessionaire will take affirmative steps to utilize minorities and females in the work force and in correlative business enterprises.

19.4 No Discrimination.
Concessionaire agrees that there shall be no discrimination as to as to race, color, national origin, religion, sex, intersexuality, sexual orientation, gender identity, marital and familial status, or age, or handicap, in the operations referred to in this Agreement; and, further, there shall be no discrimination regarding any use, service, maintenance, or operation within the Concession Areas. All operations and services offered in the Concession Areas shall be made available to the public, subject to the right of the Concessionaire and the City to establish and enforce reasonable rules and regulations to provide for the safety, orderly operation, and security of the Concession Areas and improvements and Equipment thereon.

Additionally, Concessionaire shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment (including independent contractors), housing, public accommodations, public services, and in connection with its membership or policies because of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, hair texture and/or hairstyle, domestic partner status, labor organization membership, familial situation, or political affiliation.

SECTION 20. MISCELLANEOUS.

20.1 No Partnership.
Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the City and Concessionaire.

20.2 Modifications.
This Agreement cannot be changed or modified except by Agreement in writing executed by all parties hereto. Concessionaire acknowledges that no modification to this Agreement may be agreed to by the City unless approved by the Mayor and City Commission except where such authority has been expressly provided herein to the City Manager or Contract Manager.

20.3 Complete Agreement.
This Agreement, together with all exhibits incorporated hereto, constitutes all the understandings and Agreements of whatsoever nature or kind existing between the parties with respect to Concessionaire's operations, as contemplated herein.

20.4 Headings.
The section, subsection and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

20.5 Binding Effect.
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20.6 Clauses.
The illegality or invalidity of any term or any clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

20.7 Severability.
If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, or shall become a violation of any local, State, or Federal laws, then the same as so applied shall no longer be a part of this Agreement but the remainder of the Agreement, such provisions and the application thereof to other persons or circumstances, shall not be affected thereby and this Agreement as so modified shall.

20.8 Right of Entry.
The City, at the direction of the City Manager, shall at all times during hours of operation, have the right to enter into and upon any and all parts of the Concession Area(s) for the purposes of examining the same for any reason relating to the obligations of parties to this Agreement.

20.9 Not a Lease.
It is expressly understood and agreed that no part, parcel, building, facility, equipment or space is leased to the Concessionaire, that it is a concessionaire and not a lessee; that the Concessionaire's right to operate the concession shall continue only so long as this Agreement remains in effect.

20.10 Procedure for Approvals and/or Consents.
In each instance in which the approval or consent of the City Manager or Contract Manager is allowed or required in this Agreement, it is acknowledged that such authority has been expressly provided herein to the City Manager or Contract Manager by the Mayor and City Commission of the City. In each instance in which the approval or consent of the City Manager or Contract Manager is allowed or required in this Agreement, Concessionaire shall send to the City Manager a written request for approval or consent (the "Approval Request").

The City Manager or Contract Manager shall use reasonable efforts to provide written notice to Concessionaire approving of consent to, or disapproving of the request, within thirty (30) days from the date of Approval Request (or within such other time period as may be expressly set forth for a particular approval or consent under this Agreement). However, the City Manager or Contract Manager's failure to consider such request within this time provided shall not be deemed a waiver, nor shall Concessionaire assume that the request is automatically approved and consented to. This subsection shall not apply to approvals required herein by the Mayor and City Commission.

20.11 No Waiver.
It is mutually covenanted and agreed by and between the parties hereto that the failure of the City to insist upon the strict performance of any of the conditions, covenants, terms or provisions of this Agreement, or to exercise any option herein conferred, will not be considered or construed as a waiver or relinquishment for the future of any such conditions, covenants, terms, provisions or options but the same shall continue and remain in full force and effect. A waiver of any term expressed herein shall not be implied by any neglect of the City to declare a forfeiture on account of the violation of such term if such violation by continued or repeated subsequently and any express waiver shall not affect any term other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

The receipt of any sum paid by Concessionaire to the City after breach of any condition, covenant, term or provision herein contained shall not be deemed a waiver of such breach, but shall be taken, considered and construed as payment for use and occupation, and not as rent, unless such breach be expressly waived in writing by the City.

20.12 No Third Party Beneficiary.
Nothing in this Agreement shall confer upon any person or entity, including, but not limited to sub concessionaires, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies by reason of this Agreement.

SECTION 21. LIMITATION OF LIABILITY.
The City desires to enter into this Agreement placing the operation and management of the Concession Area(s) in the hands of a private management entity only if so doing the City can place a limit on its liability for any cause of action for breach of this Agreement, so that its liability for any such breach never exceeds the sum of One Hundred Thousand ($100,000.00) Dollars. Concessionaire hereby expresses its

willingness to enter into this Agreement with Concessionaire's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of One Hundred Thousand ($100,000.00) Dollars.

Accordingly, and notwithstanding any other term or condition of this Agreement, Concessionaire hereby agrees that the City shall not be liable to Concessionaire for damages in an amount in excess of One Hundred Thousand ($100,000.00) Dollars, for any action for breach of contract arising out of the performance or on-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

SECTION 22. VENUE.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami- Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any and all the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

CITY AND CONCESSIONAIRE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT CITY AND CONCESSIONAIRE MAY HEREIN AFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CONCESSION AREA(S).

SECTION 23. CONFLICT OF INTEREST.

Concessionaire agrees to adhere to and be governed by the Miami-Dade County Ethics and Conflict of Interest laws, as same may be amended from time to time, and by the City of Miami Beach Charter and Code, as same may be amended from time to time, in connection with the performance of the Services.

Concessionaire covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which would conflict in any manner or degree with the performance of the work and services contemplated in this Agreement. The Concessionaire further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Concessionaire.

SECTION 24. FLORIDA PUBLIC RECORDS LAW.

24.1 Concessionaire shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

24.2 The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.

24.3 Pursuant to Section 119.0701 of the Florida Statutes, if the Concessionaire meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Concessionaire shall:

A. Keep and maintain public records required by the City to perform the service;

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

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Concessionaire does not transfer the records to the City;

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

24.4 Request for Records; Noncompliance.

A. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Concessionaire of the request, and the Concessionaire must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

B. Concessionaire's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.

C. A Concessionaire who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

24.5 Civil Action.

A. If a civil action is filed against a Concessionaire to compel production of public records relating to the City's contract for services, the court shall assess and award against the Concessionaire the reasonable costs of enforcement, including reasonable attorneys' fees, if:

1. The court determines that the Concessionaire unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Concessionaire has not complied with the request, to the City and to the Concessionaire.

B. A notice complies with subparagraph (A)(2) if it is sent to the City's custodian of public records and to the Concessionaire at the Concessionaire's address listed on its contract with the City or to the Concessionaire's registered agent.

Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

C. A Concessionaire who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

24.6 **IF THE CONCESSIONAIRE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR AS TO THE CONCESSIONAIRE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

24.7 Public Records Exception. As of the Effective Date of this Agreement, Concessionaire seeks to invoke the protections of Chapter 119, Florida Statutes and has requested that the Sponsorship Extension Chart for the years 2025-2029, entitled "Citi Bike Sponsorship Agreement and Sponsorship Extension Chart" be withheld from public disclosure pursuant to Chapter 119, Florida Statutes and Florida Statutes Sections §815.045, §812.081(1)(c), §815.04(3), §288.075, and §688.002. Concessionaire warrants and represents that this information is nonpublic, confidential commercial, financial, and trade secret information (collectively, "Trade Secret Information"), which is for use, or is used, in the operation of Concessionaire's business, the disclosure of which would cause substantial harm to Concessionaire's competitive position. Florida Statutes Sections §815.045 and §812.081(1)(c), permits an agency to withhold trade secrets, including confidential commercial and financial information, from disclosure if such information provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. To that end, Concessionaire has conspicuously marked the Citi Bike Sponsorship Agreement and Sponsorship Extension Chart as "Trade Secret Information" and will similarly mark any future any trade secret information which Concessionaire provides to the City as Trade Secret Information prior to the submission of such information to the City. If the City receives a request for information which Concessionaire has marked as being "Trade Secret Information", the City will notify Concessionaire of its receipt of the request and may request that Concessionaire execute a Trade Secret Affidavit in the form acceptable to the City, setting forth the basis for the exemption, and at

that time, Concessionaire may provide a redacted document. If the requester of the public record objects to the exemption, the City will promptly provide Concessionaire with notice of the objection, so as to provide Concessionaire with an opportunity to resolve the objection or file an action with a court of competent jurisdiction within thirty (30) calendar days, seeking an order barring public disclosure of the document. If Concessionaire fails to file a lawsuit within such time period, the City shall produce the public records requested in accordance with Florida law. Concessionaire agrees to indemnify, defend and hold harmless the City with respect to all expenses, including any court costs and attorney's fees, which may be incurred by the City in connection with any administrative or court processing, including any appellate action, arising out of any public records request relating to any information asserted to be Trade Secret Information by Concessionaire. Notwithstanding any other provision contained in this Agreement, this Agreement, including its terms, and any other records that the City keeps in connection with this Agreement, as part of its transaction of official business, shall not be considered Trade Secret Information.

SECTION 25. INSPECTOR GENERAL AUDIT RIGHTS.

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

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

25.3 Upon ten (10) days written notice to the Concessionaire, the Concessionaire shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals,

activities of the Concessionaire, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

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

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

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

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

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

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

SECTION 26. E-VERIFY.

26.1 To the extent that Concessionaire provides labor, supplies, or services under this Agreement, Concessionaire shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Concessionaire shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Concessionaire shall expressly require any subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the

contract Term. If Concessionaire enters into a contract with an approved subcontractor, the subcontractor must provide the Concessionaire with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Concessionaire shall maintain a copy of such affidavit for the duration of the subcontract or such other extended period as may be required under this Agreement.

26.2 TERMINATION RIGHTS.

A. If the City has a good faith belief that Concessionaire has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Concessionaire for cause, and the City shall thereafter have or owe no further obligation or liability to Concessionaire.

B. If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 26.1, but the Concessionaire otherwise complied with such subsection, the City will promptly notify the Concessionaire and order the Concessionaire to immediately terminate the contract with the subcontractor. Concessionaire's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate this Agreement for cause.

C. A contract terminated under the foregoing Subsection 26.2(A) or 26.2(B) is not in breach of contract and may not be considered as such.

D. The City or Concessionaire or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsection 26.2(A) or 26.2(B) no later than 20 calendar days after the date on which the contract was terminated.

E. If the City terminates the Agreement with Concessionaire under the foregoing Subsection 26.2(A), Concessionaire may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

F. Concessionaire is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 26.

SECTION 27. CONCESSIONAIRE'S COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS.

Concessionaire agrees to comply with Section 787.06, Florida Statutes, as may be amended from time to time, and has executed the Certification of Compliance with Anti-Human Trafficking Laws, as required by Section 787.06(13), Florida Statutes, a copy of which is attached hereto as **Exhibit 27**.

SECTION 28. PROHIBITION ON CONTRACTING WITH A BUSINESS ENGAGING IN A BOYCOTT.

Concessionaire warrants and represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 2-375 of the City Code. In accordance with Section 2-375.1(2)(a) of the City Code, Concessionaire hereby certifies that Concessionaire is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

SECTION 29. PROHIBITION AGAINST CONTRACTING WITH FOREIGN COUNTRIES OF CONCERN WHEN AN INDIVIDUAL'S PERSONAL IDENTIFYING INFORMATION MAY BE ACCESSED.

In connection with the operation of the Program services, Concessionaire hereby agrees to comply with Section 287.138, Florida Statutes, which states that as of January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information (PII) unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) the entity is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern (each a "Prohibited Entity"). A foreign country of concern is defined in Section 287.138 (1)(c), Florida Statutes, as may be amended from time to time, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Concessionaire warrants and represents that it does not fall within the definition of a Prohibited Entity, and as such, has caused an authorized representative of Concessionaire to execute the "Prohibition Against Contracting with Entities of Foreign Countries of Concern Affidavit", incorporated herein by reference and attached hereto as **Exhibit 29**.

REMAINDER OF THIS PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused their names to be signed and their seals to be affixed, all as of the day and year first above written, indicating their Agreement.

Attest:

Rafael E. Granado, City Clerk

Date: FEB 11 2025

CITY OF MIAMI BEACH, FLORIDA

Eric T. Carpenter, P. E., City Manager

Attest:

DocuSigned by:
BONIFACIO DIAZ
D84F057FA4154D5...

BONIFACIO DIAZ COO

Print Name and Title

Date: 1/15/2025 | 10:28 AM PST

Deco Bike, LLC.

DocuSigned by:
14FC1EF05079459...

Ricardo Pierdant PRESIDENT

Print Name and Title

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney 01/13/25
Date

Exhibit 2.2
Typical Concession Area Site Plan and Concession Area Site List

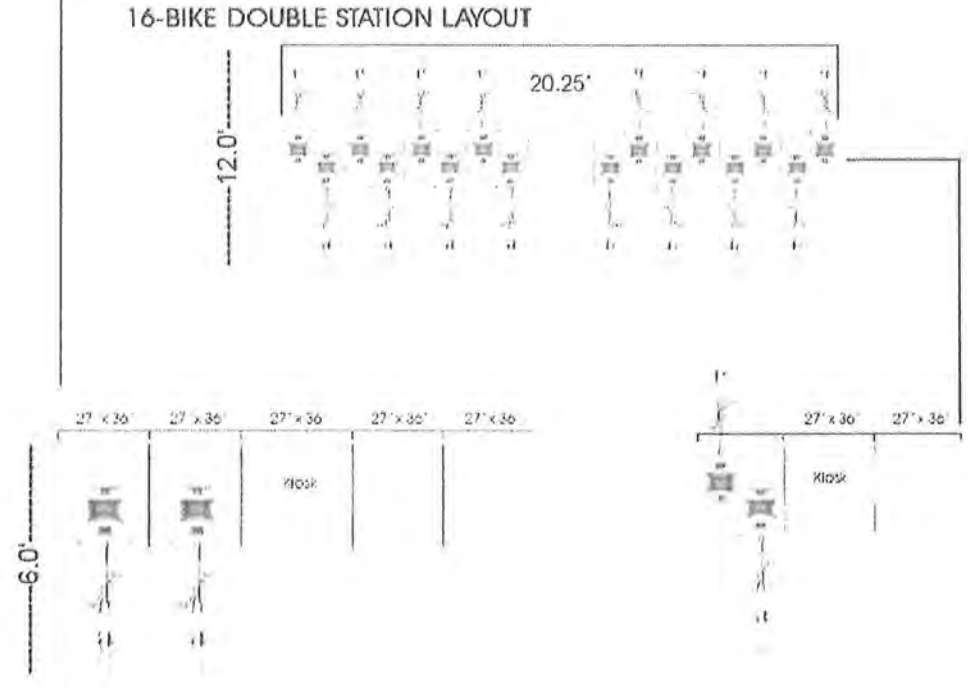
I. Concession Area Site Plan

Typical Site Plans as follow:

FIGURE 1



FIGURE 2



I.

Note some site plans may differ slightly in the field but generally in the format shown above.

II. Concession Area Site List

Station#	City Name	SubZone	Address
000101	Miami Beach	South Beach	Inside South Pointe Park
000102	Miami Beach	South Beach	Entrance to South Pointe Park
000103	Miami Beach	South Beach	Ocean Dr & 1st Street
000105	Miami Beach	South Beach	1st Street & Alton Rd
000106	Miami Beach	South Beach	Ocean Dr & 2nd Street
000107	Miami Beach	South Beach	2nd Street & Collins Ave
000109	Miami Beach	South Beach	Michigan Ave & 3rd Street
000111	Miami Beach	South Beach	4th Street & Alton Rd
000112	Miami Beach	South Beach	Washington Ave & 3rd Street
000114	Miami Beach	South Beach	Ocean Dr & 5th Street
000116	Miami Beach	South Beach	Ocean Dr & 7th Street
000117	Miami Beach	South Beach	Ocean Dr & 9th Street
000118	Miami Beach	South Beach	Ocean Dr and 10th Street (Art Deco Welcome Center)
000119	Miami Beach	South Beach	Ocean Dr and 12th Street
000121	Miami Beach	South Beach	Ocean Dr at 14th Street
000122	Miami Beach	South Beach	Ocean Dr & 15th Street
000123	Miami Beach	South Beach	Washington Ave & 7th Street
000124	Miami Beach	South Beach	7th Street Parking Garage
000126	Miami Beach	South Beach	Meridian Ave & 6th St
000127	Miami Beach	South Beach	Jefferson Ave & 6th Street
000128	Miami Beach	South Beach	Michigan Ave & 5th Street
000129	Miami Beach	South Beach	Lenox Ave & 6th Street
000130	Miami Beach	South Beach	800 West Ave
000132	Miami Beach	South Beach	9th Street & Lenox Ave
000133	Miami Beach	South Beach	9th Street & Meridian Ave
000134	Miami Beach	South Beach	8th Street & Jefferson Ave
000136	Miami Beach	South Beach	9th Street & Washington Ave
000138	Miami Beach	South Beach	11th Street & Washington Ave
000139	Miami Beach	South Beach	West Ave & 10th Street (Whole Foods)
000141	Miami Beach	South Beach	Jefferson Ave & 11th Street (Flamingo Park)
000142	Miami Beach	South Beach	Alton Rd at 11th Street (Flamingo Park)
000143	Miami Beach	South Beach	12th Street & West Ave
000144	Miami Beach	South Beach	Meridian Ave & 13th Street (Flamingo Park)
000145	Miami Beach	South Beach	14th & Alton
000146	Miami Beach	South Beach	Pennsylvania Ave & 13th Street
000147	Miami Beach	South Beach	Washington & 13th Street
000148	Miami Beach	South Beach	13th Street & Collins Ave
000149	Miami Beach	South Beach	14th Street & Collins Ave
000151	Miami Beach	South Beach	Michigan Ave & 14th Street
000152	Miami Beach	South Beach	14th Street & West Ave
000153	Miami Beach	South Beach	14th Street & Bay Road
000154	Miami Beach	South Beach	Bay Rd & 15th Street
000156	Miami Beach	South Beach	16th Street & Bay Rd
000157	Miami Beach	South Beach	15th Street & Alton Rd
000158	Miami Beach	South Beach	Euclid & 15th Street

000159	Miami Beach	South Beach	15th Street & Washington Ave
000161	Miami Beach	South Beach	15th Street & Collins Ave
000162	Miami Beach	South Beach	Pennsylvania Ave & 16th Street
000163	Miami Beach	South Beach	Lincoln Rd & James Ave (CVS Pharmacy)
000164	Miami Beach	South Beach	Washington Ave & 17th Street (The Fillmore)
000166	Miami Beach	South Beach	Drexel Ave & Lincoln Rd (MB Community Church)
000167	Miami Beach	South Beach	Pennsylvania Ave & Lincoln Rd (H & M)
000168	Miami Beach	South Beach	Euclid Ave & Lincoln Lane (Oribe Salon)
000169	Miami Beach	South Beach	Meridian Ave & Lincoln Lane (Macy's)
000170	Miami Beach	South Beach	1666 West Avenue
000171	Miami Beach	South Beach	Jefferson Ave & Lincoln Rd (DogBar)
000172	Miami Beach	South Beach	Michigan Ave & Lincoln Rd (The Gap)
000173	Miami Beach	South Beach	Lenox Ave & Lincoln Rd (YardHouse)
000174	Miami Beach	South Beach	Lincoln Road & West Ave
000175	Miami Beach	South Beach	Lincoln Rd & Bay Rd
000176	Miami Beach	South Beach	Venetian Causeway & Island Ave (The Standard Hotel
000177	Miami Beach	North Beach	Purdy Ave & 18th Street (Marina)
000178	Miami Beach	North Beach	17th Street & Convention Center Dr (City Hall)
000179	Miami Beach	North Beach	19 St & Convention Center Dr
000181	Miami Beach	North Beach	17th Street & Collins Ave
000182	Miami Beach	North Beach	18th Street & Collins Ave
000183	Miami Beach	North Beach	Washington Ave & 22 St (Washington Ct)
000184	Miami Beach	North Beach	19th Street & Dade Blvd (Publix)
000187	Miami Beach	North Beach	West Ave & 20th Street (Publix on the Bay)
000188	Miami Beach	North Beach	Sunset Dr & 20th Street
000199	Miami Beach	North Beach	Washington Ave & 21 St Street
000201	Miami Beach	North Beach	21st Street & Collins Ave
000202	Miami Beach	North Beach	Miami Beach Dr & 22 Street (In parking Lot)
000203	Miami Beach	North Beach	23rd Street & Collins Ave (Walgreens)
000205	Miami Beach	North Beach	24th and Collins Ave
000206	Miami Beach	North Beach	25th Street & Collins Ave
000207	Miami Beach	North Beach	26th Street & Collins Ave
000208	Miami Beach	North Beach	26th Street & Pine Tree Dr
000209	Miami Beach	North Beach	29th & Collins (Edition Hotel)
000210	Miami Beach	North Beach	31st Street & Collins Ave
000211	Miami Beach	North Beach	35th Street & Collins Ave
000212	Miami Beach	North Beach	40th Street & Collins Ave
000214	Miami Beach	North Beach	Royal Palm Ave Between 41St & 42St
000215	Miami Beach	North Beach	Chase Ave Between 40st & 41st
000216	Miami Beach	North Beach	39th Street & Alton Rd
000218	Miami Beach	North Beach	Prarie Between Chase & 44 Terr
000220	Miami Beach	North Beach	Collins Ave & 44th Street (Fountainbleau Hotel)
000221	Miami Beach	North Beach	46th Street & Collins Ave (Parking Lot)
000302	Miami Beach	North Beach	Collins Ave & 5300 Block
000304	Miami Beach	North Beach	64th Street & Collins Ave (parking lot)
000305	Miami Beach	North Beach	67th Street & Collins Ave
000306	Miami Beach	North Beach	69th Street & Collins Ave (Publix)
000308	Miami Beach	North Beach	71st Street & Byron Ave
000310	Miami Beach	North Beach	Rue Notre Dame & 71 Street
000311	Miami Beach	North Beach	Trouville Esplanade & Normandy Dr

000312	Miami Beach	North Beach	1102 Biarritz Dr (Normandy Shores Tennis Court)
000313	Miami Beach	North Beach	73rd Street & Dickens Ave
000314	Miami Beach	North Beach	Collins Ave & 73rd Street
000315	Miami Beach	North Beach	76th Street & Collins Ave
000316	Miami Beach	North Beach	79th Street & Collins Ave
000401	Miami Beach	North Beach	88th Street & Harding Ave

Exhibit 3.1
Program Equipment
(Rental Kiosks, Bicycle Racks and Bicycles)

Exhibit 3.1 (a)
Rental Kiosks and Bicycle Racks



Exhibit 3.1 (b)
Docked Bicycle Image and Specifications

The Program consists of both commercial-grade mechanical and electric-assist bikes in 24-inch and 26-inch versions, generally as follows:





Frame	6061 PG Aluminum (T4/T6) H/T:50*44*34x132
Fork	CS-9101 Hi Tensile Steel, Integrated Style Crown, Curved Legs with Double Eyelets 28.6x1.4T
Headset	Alloy, 25.4-44-30, Semi Integrated Bearings
Handlebar	Custom, Alloy & Steel
Stem	Alloy, 180mm Quill x 90mm Extension x 30 Degree Rise25.4mm Barbore
Grips	Black/Grey, 130mm Length
Seat Binder	Alloy Seat Clamp with Quick Release, w/Locking Mech.
Seat Post	Alloy w/Integrated Clamp, 31.8mm x 400mm , Accommodates Riders 5'-6'3"
Saddle	Cionlli 7257 with Chromoly Rails and Elastomer Suspension
Cranks	Alloy 3-Piece Crank with PVC Disc Cover-Grey, 170mm, 42T Steel Ring
Chainring	Steel, 42T x 1/2" x 1/8"
BB	Steel, BC1.37" x 24T. Double Sealed Bearings (Shimano Tool Compatible)
Chain	K.M.C. Z410 Rust Buster, 1/2" x 1/8"
Chain Guard	Steel or alloy
Pedals	VP-LED1, Boron Axle, 9/16"
F-Hub	DH-3N20NT Dynamo Front Hub 12G x 36H, Nutted
R-Hub	Shimano Internal Coaster Brake, 12G x 36H x 3/8" x 150mm Axle
Sprocket / Freewheel	20T x 1/2" x 1/8"
Rims	26" x 1.95"/2.125" x 36H x 12G, Alloy
Spokes	12G Stainless Steel with Brass Nipples
Tires	CST 26 x 1.95"
Tubes	Tubes with Puncture Sealant, American Schrader Valves,
Kickstand	Alloy
Lighting	Active Front and Rear
Fenders	PC Fender Set. Rear Fender Must have 2 Struts instead of 1 Fender Must also have SW-803G Fender Protector or similar
Bell	Alloy Bell with Plastic Base
Basket	Stainless Steel or Alloy Custom Integrated Basket Structure
Reflectors	4 pieces to Meet CPSC Standards
Bike Weight	36-38 Pounds, Based on Custom Specs
Note	Specs Subject to Change and Modification

Exhibit 3.1 (c)

Docked E-Bike Guidelines

- An E-Bike shall be defined as a bicycle, equipped with two tandem wheels and a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the bicycle reaches 12 miles per hour.
- Concessionaire shall operate up to 100 E-Bikes, in the design approved herein within the current Concession Areas, and the combined number of regular bicycles and E-Bikes shall never exceed the Operational Ceiling established under the Agreement.
- Concessionaire shall have the discretion of placing and moving E-Bikes across all docking stations depending on the usage and demand of the E-Bikes.
- Concessionaire shall provide its users with instructions detailing where they are permitted to ride, including applying stickers on the inside of each bicycle basket, on the exterior of each docking station, and on its website, pursuant to the restrictions set forth in Section 70-67 of the City Code, as may be amended from time to time.
- Concessionaire agrees to equip the bicycles with GPS tracking devices, which may be used by Concessionaire or the City to locate the bicycles.
- Electric bikes are not allowed to be ridden on any sidewalk in Miami or Miami Beach, the Beach Walk, Lincoln Road Mall, South Pointe Park, Pier and Cutwalk, Marina Baywalk, Collins and Lummus Park. (See map with prohibited riding locations: https://citibikemiami.com/map)
- For adult riders only 18+
- Citi Bikes are NOT permitted on the Metrorail or Metro Mover systems. Miami-Dade Transit Security and local police are authorized to stop anyone who fails to comply and may retain the bike(s).

Exhibit 3.8
Price Schedule

Memberships-

- Standard Monthly Membership Subscriptions: $20 per month (enjoys unlimited 30-minute rides; requires 3-month minimum commitment)
- Deluxe Monthly Membership Subscriptions: $25 per month (enjoys unlimited 60-minute rides; requires 3-month minimum commitment)
- 1-Month Membership: $35 (enjoys unlimited 60-min rides)
- 1-Day Membership: $24 (enjoys unlimited rides and ride time during the membership period)

Hourly Rentals - Mechanical Bikes (enjoys unlimited rides during the rental period)-

- ½ HR: $6.50
- 1HR: $8.50
- 2HR: $10.95
- 4HR: $18.00
- 24HR: $24.00

Hourly Rentals - Electric-Assist Bikes (enjoys unlimited rides during the rental period; rates for electric-assist bikes are currently the same as mechanical bikes and are expected to be a higher cost than mechanical bikes during the contract term)-

- ½ HR: $6.50
- 1HR: $8.50
- 2HR: $10.95
- 4HR: $18.00
- 24HR: $24.00

Additional Fees/Charges-

- Additional Usage (late return fees): $4.95 per half hour
- Membership account reactivation (failed billing): $10
- Early Membership Termination Fee: $45
- Maximum Daily Rental Fees:
    - $75– Mechanical Bike
    - $75-Electric-Assist Bike
- Unreturned Bike Recovery Fee (Deco staff successfully manually locates and retrieves an unreturned bike): $75
- Lost/stolen/unreturned bike fee: $1000 for mechanical bikes; $2300 for electric-assist bikes

Exhibit 3.10
Preparedness and Evacuation Plan

Concessionaire shall endeavor to relocate or store bikes in a safe location per the terms of this agreement prior to the arrival of a major hurricane. In addition to Concessionaire's own storage facilities, Concessionaire may utilize additional storage at the following location:

Alejandro Diaz

March 1, 2009

To: Deco Bike, LLC.
3301 NE 1st Avenue
Miami, FL 33137

Re: Hurricane Storage
Miami Beach Bicycle Rental Program

To whom it may concern:

I hereby authorize Deco Bike, LLC. to utilize my warehouse, parking and storage facilities (in addition to their own premises) in the event of a hurricane so that they may store equipment as needed to protect it from the adverse weather conditions.

Attached you will find a copy of my deed. Should you have any questions, please feel free to contact me at 305-742-7333.

Regards,

Alejandro Diaz
Property Owner
13321 SW 135th Avenue
Miami, FL 33186

THIS WARRANTY DEED made and executed this October 31, 2003 by LUCIANO R. A. MACHADO, a married man, hereinafter called the grantor, to ALEJANDRO DIAZ, a single man, whose post office address is 13265 S.W. 24th Street, Miami, FL 33186, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Miami-Dade County, Florida, viz:

> Condominium Unit 11, Building 1, of EAGLE WEST CONDOMINIUM, a Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 19253, Page 522, of the public records of Miami-Dade County, Florida.

SUBJECT TO:

1. Taxes for the year 2003 and subsequent years, not yet due and payable.
2. Covenants, conditions, restrictions and easements contained in the underlying plat of subject

This instrument was prepared by
And is to be returned to
Carmen Vanegas, Esq.
Gt Gold Leaf Title Company
2720 Coral Way, 4th Floor
Miami, Florida 33145

This instrument was prepared by
And is to be returned to:
Carmen Fraga, Esq.
C/o Gold Leaf Title Company
2720 Coral Way, 4th Floor
Miami, Florida 33145

WARRANTY DEED

Property Appraisers Parcel
Identification (Folio) Number(s):
30-3031-007-0110

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, and all pronouns and any

4. Utility of the real property as recorded in Official Records Book 19710, Page 2 of the public records of Miami-Dade County.
5. Zoning, restrictions, prohibitions, and other requirements imposed by or at the direction of any governmental authority.
6. Public utility easements of record.

property.

3. Terms, provisions, covenants, liens, conditions, amendments and options contained in, and rights and easements established by, the Declaration of Condominium recorded in Official Records Book 19233, Page 522, of the public records of Miami-Dade County.

A Notice of Title was recorded July 30, 2008 in Official Records Book 19719, Page 4750

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Luciano R.A. Machado, who is personally known to me to be the person described in and who executed the foregoing instrument or who has produced Passport Foreign Govt. as identification and who swore and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, A.D. 2008.

NOTARY PUBLIC, State of
Print Name: Lilian Correa
My Commission Expires: Commission# DD21830 Expires: Nov 01, 200 Bonded Thru Atlantic Bonding Co., In

OCT 15 2008 8:39AM HP LASERJET FAX

And the said grantor hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Grantor affirms that said property does not constitute the homestead of the Grantor. Grantor resides at 2UA Ahuru 756 [illegible]

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name:

LUCIANO R.A. MACHADO

Exhibit 4.3

Citi Bike Sponsorship Agreement

And

Sponsorship Extension Chart (Extension Chart is intentionally omitted and kept by the City Administration separately Pursuant to Trade Secret Affidavit)

7/7/2014

MIAMI AREA BICYCLE SHARE SPONSORSHIP AGREEMENT

This MIAMI AREA BICYCLE SHARE SPONSORSHIP AGREEMENT ("Agreement"), effective June 7, 2014 is entered into by and between Citibank, N.A. ("Citi"), a national banking association and DecoBike, LLC, a Florida limited liability company ("Deco"). Each of Citi and Deco is referred to herein individually as a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, Deco has entered into agreements with the cities of Miami and Miami Beach (the "Cities") to operate a 24-hour bicycle share program for Miami and Miami Beach (the "Program"); and

WHEREAS, Deco and Citi desire to enter into an agreement whereby Citi will become the title sponsor of the Program; and

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

I. Grant of Rights. Subject to the terms and conditions of this Agreement, Deco hereby grants the following rights and benefits to Citi during the Term (as defined below):

A. The exclusive right to be the sole commercial sponsor of the Program and to designate the name of the Program during the Term;

B. The right to be the sole and exclusive title sponsor of the Program and the only entity whose name, logo and/or marks shall appear on the Program bicycles or other equipment. The Parties acknowledge and agree that the title level of sponsorship shall be the highest level of the sponsorship for the Program, meaning that no other Program sponsor (if any) shall have the same, similar or better benefits than those granted to Citi herein;

C. The sponsorship benefits set forth herein and in Exhibit A, attached hereto and made a part hereof; and

D. The right to use the Deco Marks (defined below) in its advertising and promotional materials.

II. Other Sponsors or Promotional Partners. During the Term of this Agreement, Citi acknowledges and agrees that Deco shall have the right to secure additional non-commercial sponsors or promotional partners. Deco shall, prior to entering into any agreement with or providing any sponsorship or promotional benefits to additional sponsors or partners, present all additional sponsors or partners to Citi for its written approval, which shall not unreasonably be withheld or delayed.

III. Deco' Responsibilities. Subject to the terms and conditions of this Agreement, Deco agrees, at its own cost and expense, to:

A. Operate, establish, administer and conduct the Program, including but not limited to by securing and maintaining the bicycles to be used in the Program, building and managing the stations for such bicycles, maintaining and staffing a 24-hour customer service call center for the Program, sitting of stations, conducting a variety of bicycle safety education initiatives and collecting Program membership fees, all in accordance with the Service Level Agreements ("SLAs") set forth in Exhibit B attached hereto and made a part of this Agreement as applicable, the Program metrics set forth in Exhibit C attached hereto and made a part of this Agreement, and with all applicable federal, state, and local laws, regulations, ordinances and codes. As part of such operations, Deco, in consultation with the cities of Miami and Miami Beach shall be responsible for the setting of prices for Program memberships, provided, however, that in the event that Deco seeks to increase prices by more than twenty percent (20%) than the prices set forth in Exhibit F, Deco shall secure Citi's prior approval;

B. Provide the benefits set out in Exhibit A, including the title sponsor naming rights. Deco will obtain all of the necessary rights, consents, licenses and permission to both perform its obligations hereunder and to allow Citi to exercise all of the rights and benefits provided by Deco herein;

C. Incorporate the Citi Marks (as defined below) including the Program Marks (as defined below) on the bicycles to be used in the Program, the stations for the Program, the maintenance trucks for the Program, receipts given to customers participating in the Program, and in all advertising and promotional materials for the Program, including but not limited to any web-based and printed materials, all subject to the terms set forth in Section VI(C) of this Agreement,

D. Conduct ongoing system research and analysis, including but not limited to a survey of Program members, on at least an annual basis. Such research and analysis shall be designed to understand public attitudes, impressions and use of the Program and may be executed through online, telephone and/or in-person surveys;

E. Develop and operate the Program website and Program mobile application(s) in accordance with Section VII below (including, subject to the mutual agreement of the Parties, acquiring the Program website URL(s) and Program mobile application(s), provided, however, that if any Program domain name or Program application name contains a Citi Mark, such name(s) will be owned by Citigroup Inc.);

F. In addition to maintaining the condition of the bicycles as set forth in Exhibit B, after any bicycle has been in service for three (3) years, Deco examine the condition of such bicycle and where the bicycle frame shows wear, tear, or fading of color of an excessive nature, Deco will replace or recondition such bicycle;

G. Provide Citi with copies of the ridership and usage reports it submits to the Cities of Miami and Miami Beach regarding the Program;

H. Promote and advertise the Program; and

I. Produce marketing and promotional materials for the Program.

IV. Citi's Responsibilities. In consideration of the rights and benefits granted to Citi hereunder, Citi agrees to:

A. Make timely payments to Deco of the consideration set forth in Section V below;

B. Coordinate and consult with Deco on the marketing plan and all of the promotional efforts to be made in support of the Program, regardless of the Party making such efforts;

C. Grant Deco the non-exclusive right to use the Citi Marks only in connection with the Program and the advertising, marketing and promotion of the Program in the United States (the "Territory") in accordance with the terms and conditions of this Agreement; and

D. Provide fender stickers with the Program Logo (defined below) and Program Name (defined below) for installation on the bicycles by Deco.

V. Sponsorship & Equipment Fees.

A. Sponsorship Fee. In consideration for the rights and benefits granted to Citi hereunder, Citi agrees to pay Deco the following fees for the title sponsorship (the "Sponsorship Fee") during the term as follows:

- For the 2014-2015 contract year which shall begin on the Re-Launch Date (defined below), Citi shall pay Deco a total not to exceed $1,645,000.00 in four installments each of which shall be due on the fifteenth day of the first month of the calendar quarter (in the following amounts: (i) $399,500.00, (ii) $423,000.00, (iii) $411,250.00 and (iv) $411,250.00); provided, however, that Deco re-launches, operates and maintains the Program with 1750 bicycles and 170 station kiosks (it is agreed and understood that bicycles may be out of circulation temporarily for maintenance and servicing). In the event that Deco fails to re-launch and continually operate the Program with 1750 bicycles and 170 station kiosks, Citi's Sponsorship Fee for such year will decrease based on the pro rata number of bicycles and kiosks that are operational. The first installment of $399,500.00 shall be due on the Re-Launch Date. Each subsequent installment shall be due sixty (60) days after Citi's receipt of an acceptable invoice from Deco which include the amount of installment of the Sponsorship Fee based on a calculation completed as of the first day of the calendar quarter which shall be for amount of the applicable installment due or the pro rata amount of such fee based on the number of bicycles that are operational (using 1750 as the denominator), if not all 1750 are operational. In the event that Deco fails to have 700 bicycles and 85 kiosks ready for the re-launch of the Program by November 15, 2014, Citi shall have the right to terminate this Agreement.
- For the 2015-2016 contract year, Citi shall pay Deco a total not to exceed $1,801,275.00 in four installments each of which shall be due on the fifteenth day of the first month of the calendar quarter, the first two of $444,150.00 and the last two of $456,487.50 based on invoices received from Deco at the start of each calendar quarter; provided that 1800 bicycles and between 170 and 175 kiosks continue to be operational for the Program. In the event that 1750 bicycles and 170 kiosks are not operational then the invoices submitted by Deco shall be for a pro rata amount of

the applicable installment based on the number of bicycles that are operational (using 1800 as the denominator).

- For the 2016-2017 contract year, Citi shall pay Deco a total not to exceed $1,969,065.00 in equal quarterly installments, each of which shall be due on the fifteenth day of the first month of the calendar quarter, of $492,266.25 based on invoices received from Deco at the start of each calendar quarter; provided that 1900 bicycles and be kiosks continue to be operational for the Program. In the event that 1900 bicycles and between 175 - 180 kiosks are not operational then the invoices submitted by Deco shall be for a pro rata amount of $492,266.25 based on the number of bicycles that are operational (using 1900 as the denominator). In addition, the first installment of the Sponsorship Fee for this year of the Term shall only be due if seventy-five percent (75%) new racks with the Program Logo and colors have been installed in Miami Beach. In the event that seventy-five (75%) of the new racks have not been installed Citi shall be able to withhold payment until the racks are installed.

- For the 2017-2018 contract year, Citi shall pay Deco a total not to exceed $2,176,340.00 in equal quarterly installments, each of which shall be due on the fifteenth day of the first month of the calendar quarter, of $544,085.00 based on invoices received from Deco at the start of each calendar quarter; provided that 2000 bicycles and between 180 - 185 kiosks continue to be operational for the Program. In the event that 1900 bicycles and between 180 - 185 kiosks are not operational then the invoices submitted by Deco shall be for a pro rata amount of $544,085.00 based on the number of bicycles that are operational (using 1900 as the denominator).

- For the 2018-2019 contract year, Citi shall pay Deco a total not to exceed $2,285,160 in equal quarterly installments, each of which shall be due on the fifteenth day of the first month of the calendar quarter, of $571,290.00 based on invoices received from Deco at the start of each calendar quarter; provided that 2000 bicycles and between 180 - 185 kiosks continue to be operational for the Program. In the event that 2000 bicycles and between 180 - 185 kiosks are not operational then the invoices submitted by Deco shall be for a pro rata amount of $571,290.00 based on the number of bicycles that are operational (using 2000 as the denominator).

B. Equipment Fees. Citi shall also pay Deco the following equipment fees which shall be used by Deco to purchase new kiosk payment terminals and dock pods ("Equipment Fees").

- For the 2014-2015 contract year, Citi shall pay Deco Equipment Fees totaling $749,440.00 to purchase new kiosk payment terminals in two installments as follows: (i) $449,440.00 which shall be due in the first calendar quarter of 2015 and (ii) $300,000.00 which shall be due in the third calendar quarter of 2015.
- For the 2015-2016 contract year, Citi shall pay Deco Equipment Fees totaling $550,000.00 to purchase new dock pods in four installments as follows: (i) $200,000.00 in the fourth calendar quarter of 2015, (ii) $125,000 in the first calendar quarter of 2016, (iii) $125,000 in the second calendar quarter of 2016, and (iv) $100,000 in the third calendar quarter of 2016..

- For the 2016-2017 contract year, Citi shall pay Deco Equipment Fees totaling $400,000.00 payable in four equal quarterly installments to purchase new dock pods.
- For the 2017-2018 contract year, Citi shall pay Deco equipment fees totaling $400,000.00 payable in four equal quarterly installments to purchase new dock pods.
- For the 2018-2019 contract year, Citi shall pay Deco equipment fees totaling $350,000.00 to purchase new dock pods in four installments as follows: (i) $100,000 in fourth calendar quarter of 2018, (ii) $100,000 in the first calendar quarter of 2019, (iii) $75,000 in the second calendar quarter of 2019, and (iv) $75,000 in the third calendar quarter of 2019.

Deco shall maintain books and records which include invoices for the equipment purchases set forth above and shall supply such invoices and books and records to Citi at Citi's request. In the event that Deco is able to purchase the equipment specified above for less money than provided by Citi, Deco shall refund Citi the monies unspent on such equipment.

C. Advances. During the first contract year, Citi shall advance Deco a total of $800,000, payable as follows: (i) $290,500 on the first day of the fourth calendar quarter of 2014; (ii) $400,000 on the first day of the first calendar quarter of 2015; (iii) $54,750 on the first day of the second calendar quarter of 2015; and (iv) $54,750 on the first day of the third calendar quarter of 2015. Deco shall then provide Citi with quarterly $50,000 credits which shall be used to reduce Citi's Sponsorship Fee payments beginning in the fourth quarter of 2015 until the end of the Term.

D. Payment Terms. All payments made hereunder shall be payable and delivered by wire transfer and shall be made upon invoice sent by Deco no less than sixty (60) days prior to each of the due dates set forth herein. Except as otherwise specifically set forth herein, as between Citi and Deco, each Party shall be responsible for any costs and expenses incurred by them associated with the performance of their obligations under this Agreement. For accounting purposes, Deco may designate and direct Citi to make full or partial payments to an affiliate or subsidiary of Deco, approved by Citi, that is legitimately performing duties covered by this agreement as Deco has, or may have, different shareholders and financial obligations under different corporate entities in the performance of its duties on behalf of several independent municipalities.

VI. Naming, Marks & Hyperlinks.

A. Program Name. Deco and Citi agree that the initial Program name shall be "Citi Bike." In the event that Citi (i) changes its corporate name or (ii) changes it branding strategy, Citi shall be entitled to change the Program Name by substituting its new corporate name or national brand in place of its current name, subject to the prior written approval of Deco, such approval not be unreasonably withheld, and, so long as such change is permissible under Deco's municipal agreements and applicable local ordinances relating to branding the public right of way. Deco agrees that it will consent to the change of Program Name pursuant to this Section VI(A) if such name reflect the then current corporate name of Citi or Citi's then current brand.

B. Program Logo. Citi has developed a program logo that incorporates the Program Name ("Program Logo") and is attached hereto in Exhibit D. The Program Name and Program Logo shall both

be considered Citi Marks. In the event of a change in the Program Name, Citi and Deco agree to work in good faith to jointly develop a new Program Logo. Given the centrality of the Citi Marks to Citi's brand identity, Citi shall have the sole and exclusive ownership of any and all right, title, and interest in and to the Program Name and Program Logo

C. The Parties' Marks & Hyperlinks.

1. Citi Marks. Citi, on behalf of its affiliate Citigroup Inc., hereby grants to Deco a non-exclusive, non-transferable, non-sublicensable, royalty-free license in the United States and on the Internet during the term of this Agreement to use the Program Name, Program Logo, and trademarks, service marks, and other indicia of ownership of Citi set forth on Exhibit D (the "Citi Marks") in operating, advertising and promoting the Program in any media whether existing now or later invented , including but not limited to for incorporation on the bicycles and stations, provided, however, that Citi approves all such uses of the Citi Marks (including, but not limited to approval of messages containing any of the Citi Marks delivered through social media platforms such as Facebook and Twitter) in writing in advance of distribution or printing. Notwithstanding the forgoing it is understood that Deco can only use the Citi Marks to operate the Program in the cities of Miami, Miami Beach, Surfside, Bay Harbor Islands (or any other municipalities that Deco may expand to locally that may become subject to this agreement) and any uses outside the state of Florida shall solely be related to the promotion and advertising of the Program as it is available in Miami and Miami Beach. Citi's approvals shall not be unreasonably withheld or delayed. All uses by Deco of the Citi Marks shall (1) be appropriate and dignified and benefit Citi's public image and (2) inure solely to the benefit of Citi. Deco shall have the limited right to sublicense the Program Name and Logo during the Term in the Territory in connection with operating, advertising and promoting the Program in any media whether existing now or later invented to third parties who promote the Program or advertise offers in connection with the Program as part of their participation in the Program, provided, that such third parties are approved by Citi and the sublicense is a form approved by Citi and includes Citi as a third party beneficiary of the license for the purposes of enforcing Citi's rights to the Program Name and Program Logo. Notwithstanding the forgoing, Deco shall not be permitted to sublicense the Citi Marks to any mobile application providers. Rather, Citi shall enter into such agreements with such providers directly, as Citi determines necessary. Citi hereby grants to Deco permission to establish and maintain a hyperlink from the Program website where the Citi Marks appear to citi.com (or such other URLs as Citi may designate) (the "Citi Hyperlinks"). The Citi Hyperlinks will be used for the purposes of promoting and advertising Citi's sponsorship of the Program, and Deco may link to Citi's websites solely for those purposes. Citi reserves the right, in its sole discretion, to eliminate, disable or discontinue the Citi Hyperlinks at any time, or to require Deco to eliminate, disable or discontinue the Citi Hyperlinks at any time.

2. Deco Marks. Deco hereby grants to Citi a non-exclusive, non-transferable, non-sublicensable, royalty-free license in the United States and on the Internet during the term of this Agreement to use the trademarks, services marks and other indicia of ownership of Deco attached hereto as Exhibit E (collectively, the "Deco Marks") in advertising and promoting the Program in any media whether existing now or later invented. Deco shall have the right to approve all such uses in writing in advance of distribution or printing. Such approvals shall not be unreasonably withheld or delayed. Deco

hereby grants to Citi permission to establish and maintain a hyperlink from the Citi.com (or any other Citi website) to the Program website (the "Deco Hyperlinks"). The Deco Hyperlinks will be used for the purposes of promoting and advertising the Program, and Citi may link to the Program website solely for those purposes. Deco reserves the right, in its sole discretion, to eliminate, disable or discontinue the Deco Hyperlinks at any time, or to require Citi to eliminate, disable or discontinue the Deco Hyperlinks at any time.

VII. Program Website & Application

A. Functionality & Ownership. As set forth in Section III(E) Deco shall be responsible for creating, updating, hosting, and operating a Program website and Program mobile application, including but not limited to creating and adhering to terms and conditions and privacy policies for the such website and application. Deco shall ensure that the Program website is available to users as of the Program Re-Launch Date (defined below) and that the Program mobile application is available to users on a date that is mutually agreed upon by the parties but no later than one month before the Program Re-Launch Date. The version of the Program mobile application that shall launch on such mutually agreed upon date shall allow users to locate Program stations, available bicycles, and Citibank branches and shall be created for Apple and Google platforms. Deco shall be responsible for expanding the Program mobile application to run on other platforms as mutually agreed to by the Parties and shall, at regular intervals as reasonably necessary for the operation of the application, update the mobile application and issue new versions of the application which shall include functionality that will be mutually agreed upon by the Parties. Except as set forth in Section VI(C)(1), Deco shall own the Program mobile application and website, both of which shall relate solely to the Program.

B. Takedown Notices. Deco authorizes Citi and its affiliates and their designee(s) to act as agent for and on behalf of Deco for purposes of seeking the takedown, removal, or deletion of any unauthorized reproductions or colorable imitations of the Program mobile application or website, and undertaking activities in connection therewith (and Deco shall provide related consents and authorizations or join as a party if reasonably requested by Citi). The Parties acknowledge and agree that Citi shall have no obligation to seek such takedown, removal, or deletion and may cease pursuing the takedown, removal, or deletion of any such reproduction or imitation at any time and in Citi's sole discretion. Citi shall have no liability to Deco or affiliates or any other person or entity in connection with its or its designee(s) actions or omissions in connection with any such takedown, removal, or deletion, and any such actions or omissions shall be considered those of Deco for the purposes of Section VII(B) of this Agreement.

C. Security Incident Reporting. In order to ensure a consistent process for identifying, reporting, investigating and closing information security incidents, Deco shall develop, implement, document and maintain an information security incident reporting process (hereinafter a "SIRP"). Such SIRP shall (a) provide an accurate and up-to-date list of Deco and Citi personnel to be contacted in the event of an actual or suspected information security incident related to the Program website and/or Program mobile application which may or could result in the disclosure of personally identifying information from Program members, including but not limited to credit or debit card numbers, (b) detail incident severity definitions, and (c) set specific escalation procedures and timeframes for same based upon the breach

severity level of the actual or suspected information security incident. At a minimum, the SIRP must (1) mandate that all of Deco personnel notify their management in the event that any of Deco personnel become aware of any action which indicates that there has been or may be an information security incident, and (2) mandate that an officer of Citi must be contacted immediately in the event of any actual or likely disclosure of personally identifying information from members, in accordance with the aforementioned escalation procedure.

D. Vulnerability Assessment. At Citi's request, no less than semi-annually, Deco will allow Citi or a third party engaged by Citi, to perform a vulnerability assessment of the Program website and/or Program mobile application, including but not limited to Deco's technology infrastructure ("Vulnerability Assessment"). Citi shall be responsible for all expenses associated with the performance of the Vulnerability Assessment. Deco will provide information requested by Citi to enable Citi or a third party engaged by Citi to perform the Vulnerability Assessment within seven (7) days of Citi's request for such information. Citi shall keep complete and accurate records regarding the results of the Vulnerability Assessment. Citi will notify Deco of security risks identified by Citi or by a third party engaged by Citi (singular "Deficiency", or plural, "Deficiencies"). Deco shall have thirty (30) days to cure all Deficiencies identified as "high" according to industry standards. All other Deficiencies identified will be cured by Deco within ninety (90) days of Citi's notification to Deco of such Deficiencies. Deco shall be responsible for all expenses associated with curing Deficiencies identified as a result of the Vulnerability Assessment. Citi shall have the right to re-perform the Vulnerability Assessment upon receipt of Deco's notification that Deficiencies were eliminated. If, in Citi's sole and exclusive discretion, the results of such Vulnerability Assessment demonstrate that Deco has failed to cure any Deficiency, Citi shall have the right to terminate this Agreement immediately upon written notice, without liability. Further, if Citi terminates this Agreement in accordance with this Section, Citi shall be entitled to a prorated refund of the fees paid to Deco.

Industry standard definition of HIGH, MEDIUM, and LOW Deficiencies

High Risk: These issues identify conditions that could directly result in the compromise or unauthorized access of a network, system, application or information. Examples of High Risks include known buffer overflows; weak/no passwords, no encryption, which could result in denial of service on critical systems or services; unauthorized access; and disclosure of information. In addition, all non-compliant Citigroup policy issues will be categorized as High Risk.

Medium Risk: These issues identify conditions that do not immediately or directly result in the compromise or unauthorized access of a network, system, application or information, but do provide a capability or information that could, in combination with other capabilities or information, result in the compromise or unauthorized access of a network, system, application or information. Examples of Medium Risks include unprotected systems, files, and services that could result in denial of service on non-

critical services or systems; and exposure of configuration information and knowledge of services or systems to further exploit.

Low Risk: These issues identify conditions that do not immediately or directly result in the compromise of a network, system, application, or information, but do provide information that could be used in combination with other information to gain insight into how to compromise or gain unauthorized access to a network, system, application or information. Low risk issues may also demonstrate an incomplete approach to or application of security measures within the environment. Examples of Low Risks include cookies not marked secure; IP hopping; revealing system banners; and general best practices recommendations

VIII. Term & Termination.

A. Term. The initial term of this Agreement shall begin on the effective date and shall continue for a period of five (5) years from the date that the Program is re-launched to include the downtown Miami area and all Program bicycles include the Program Logo (the "Program Re- Launch Date") (the "Initial Term"), unless terminated earlier in accordance with Section VIII(B). Such Program Re-Launch Date shall occur no later than November 15, 2014. Thereafter, the Parties may automatically renew this Agreement for (a) an additional five (5) year term in Deco's City of Miami program and (b) to the natural expiration of Deco's municipal contract term in the City of Miami Beach (Expiration Date: September 30, 2023), upon the mutual agreement of the Parties no less than one-hundred and twenty (120) days prior to the end of the then-current term (each, a "Renewal Term"). The Parties will mutually agree on the Sponsorship Fee for any Renewal Term, while all of the other terms and conditions set forth herein shall remain the same, except as otherwise agreed to by the Parties in writing. Notwithstanding the forgoing, in the event that Deco elects not to renew the Agreement and enter into an agreement with a third party for the title sponsorship, Deco must, prior to entering into such an agreement, provide Citi with the option to renew its sponsorship under the same terms and conditions as those offered to such third party. The Initial Term together with each Renewal Term shall collectively be referred to herein as the "Term."

B. Termination.

1. Citi shall have the right to terminate this Agreement upon ten (10) days prior written notice to Deco in the event that the City of Miami, the City of Miami Beach, or any other governmental or administrative body or agency having jurisdiction related to the Program, terminates its agreement with Deco governing the Program or passes any rule, regulation, or law that would significantly limit Deco's ability to operate the Program as contemplated herein. In the event of such termination, Deco shall refund Citi a pro-rata portion of the Sponsorship Fee and any applicable advances paid for the contract year during which such termination occurs. Nothing herein shall be interpreted to preclude Citi from entering into an agreement with another operator of the Program in the event that the contract between Deco and the City of Miami or the City of Miami Beach is terminated.

2. Citi shall have the right to terminate this Agreement immediately in the event that a change in law, regulation, or other regulatory requirement applicable Citi (herein referred to as "New

Legislation"), would prohibit Citi from sponsoring the Program or would render Citi's obligations hereunder impermissible or impracticable without a violation of the New Legislation. Notwithstanding the forgoing, in the case of termination by Citi pursuant to this paragraph, Citi shall provide Deco with the amount of prior notice allowed based on the effective date and the content of such New Legislation. Any Equipment Fees already paid by Citi to Deco shall not be refundable if Citi terminates for this reason and Citi shall continue to make such payments pursuant to a separate written agreement which will be entered by the parties, provided, that Deco has made purchases for which such Equipment Fees were to be used (and can provide supporting documentation of such purchases), the equipment is necessary and capable of functioning as intended, and Deco is not able, after using all commercially reasonable efforts to immediately cancel the order(s), return or reduce the amount of such purchases.

3. Citi shall also have the right to terminate this Agreement if Deco breaches this Agreement and the breach remains uncured for more than twenty (20) days after Deco receives written notice of such breach from Citi, except for breaches by Deco of Section III(C), (D), (E), (F), (G), in which case Deco shall have sixty (60) days to cure such breach and breaches which result from Deco's failure to meet the non-safety related SLAs for which Deco shall have ninety (90) days to cure such breach. In the event of such termination, Deco shall refund Citi a pro-rata portion of the Sponsorship Fee paid for the contract year and any applicable advances during which such termination occurs. Notwithstanding the forgoing, in the event of that Citi terminates this Agreement as a result of a breach for with a sixty (60) or ninety (90) cure period applies, then any advances made by Citi of the Sponsorship Fees and the Equipment Fees paid by Citi shall not be refundable; provided that Deco has made purchases for which such advances and Equipment Fees were to be used (and can provide supporting documentation of such purchases), the equipment is necessary and capable of functioning as intended, and Deco is not able, after using all commercially reasonable efforts to immediately cancel the order(s), return or reduce the amount of such purchases and provided, further, such termination is not the result of Deco's misuse of such Equipment Fees or the advances.

4. Citi shall also have the right to terminate this Agreement upon one hundred eighty (180) days written notice in the event that the Program fails to meet the agreed upon utilization metrics set forth in Exhibit C by the end of the fourth quarter of the first year of the Term. Such termination would become effective on the last day of the first quarter of the second year of the Term. Any Equipment Fees and advances of Sponsorship Fees used to pay for equipment for the Program provided by Citi shall not be refundable and Citi shall continue to pay the Equipment Fees pursuant to a separate written agreement which will be entered by the parties; provided that Deco has made such purchases (and can provide supporting documentation of such purchases), the equipment is necessary and capable of functioning as intended and Deco is not able, after using all commercially reasonable efforts to cancel, return or reduce the amount of such purchases and provided, further, such termination is not the result of Deco's misuse of such Equipment Fees or the advances.

5. Deco shall have the right to terminate this Agreement upon prior written notice to Citi if Citi fails to make a payment to Deco of any sums due hereunder, provided that Citi is notified in writing of such nonpayment by Deco and such payment is not made within twenty (20) days following Citi's receipt of such notification. In the event of such termination, Citi will still be obligated to pay the sums due hereunder up to the date of termination, but shall be relieved of any future payment obligations hereunder, except for Equipment Fee for purchases which Deco can demonstrate through documentary evidence are non-cancellable or refundable.

6. Either Party shall have the right to terminate this Agreement upon prior written notice to the other Party in the event of: (i) the other Party's insolvency; (ii) the filing of any petition by or against the other Party under bankruptcy, reorganization, or receivership law which petition is not withdrawn or dismissed within thirty (30) days thereafter; (iii) the other Party's execution of an assignment for the benefit of creditors; or (iv) the appointment of any trustee or receiver of the other Party's business or assets or any part thereof, unless such petition, assignment, or appointment is withdrawn or nullified within fifteen (15) days of such event. In the event of termination by Citi hereunder, Deco shall refund Citi a pro-rata portion of the Sponsorship Fee paid for the contract year during which such termination occurs. Any Equipment Fees paid by Citi shall not be refundable; provided that Deco has made such purchases (and can provide supporting documentation of such purchases), the equipment is necessary and capable of being functioning as intended and Deco is not able, after using all commercially reasonable efforts to cancel, return or reduce the amount of such purchases.

7. Upon termination or expiration of this Agreement, each Party shall immediately cease using the Marks of the other Party.

VIII. Representations, Warranties & Covenants.

A. By Deco. Deco represents, warrants and covenants that:

1. It is authorized by the cities of Miami and Miami Beach and has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any third party;

2. It has or will obtain all government licenses, waivers, releases, registrations, approvals, permits or other authorizations necessary to perform its obligations as contemplated under this Agreement and that such licenses, agreements, permits, waivers, releases, registrations, approvals, and/or authorizations will be valid and sufficient for the performance of its obligations hereunder;

3. It will comply with all applicable laws, regulations, ordinances and codes pertaining to the fulfillment of its obligations under this Agreement; and

4. The Deco Marks and all content, promotions, and advertising created or furnished by Deco (except to the extent they use the Citi Marks) for use in connection with the Agreement will not violate or infringe upon the rights of any third party when used by Citi in accordance with the terms of this Agreement.

5. Deco has and will maintain information security standards and procedures for the Program website and Program mobile application in accordance with industry standards and maintains appropriate procedures to remediate any information security breach that may occur. If Deco learns that an information security breach has occurred on the Program website or Program mobile application, Deco will promptly notify Citi of such information security breach to the extent legally permissible.

B. By Citi. Citi represents, warrants and covenants that:

1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any third party;

2. The use of the Citi Marks as permitted and approved hereunder shall not infringe upon the intellectual property rights of any third party; and

3. It will comply with all applicable laws, regulations, ordinances and codes pertaining to the fulfillment of its obligations under this Agreement.

IX. Indemnification.

A. Deco shall defend, indemnify, and hold harmless Citi, its parents, affiliates and subsidiaries and its and their respective directors, officers, employees and agents from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to (i) Deco' breach of its obligations under this Agreement, including but not limited to its representations and warranties; (ii) the failure of Deco or those acting under its control to comply with all applicable laws, regulations, codes, ordinances or other requirements of any governmental authority; (iii) the authorized use of the Deco Marks and materials provided by or on behalf of Deco; (iv) the acts or omissions of Deco or anyone acting under its direction or control; (v) the unauthorized use by Deco of the Citi Marks or other Citi-owned materials provided pursuant to this Agreement; (vi) or any loss, damage, personal injury or death, suffered by any third party arising in connection with the Program.

B. Citi shall defend, indemnify, and hold harmless Deco and its directors, officers and employees from and against any Claims arising out of or otherwise relating to (i) Citi's breach of its obligations under this Agreement, including but not limited to its representations and warranties; (ii) the authorized use of the Citi Marks and any materials provided by Citi in connection with the Program; and (iii) the unauthorized use by Citi of the Deco Marks or other Deco-materials provided pursuant to this Agreement.

C. Notwithstanding the foregoing, neither Party shall be obligated to indemnify the other Party for any Claims that may arise out of the gross negligence or willful misconduct of the party otherwise

indemnified. Each Party shall provide written notice to the other of any Claims, whether actual or threatened, promptly upon receipt of notice thereof. The other party shall make no settlement of an indemnified claim specifically naming or directing the Indemnified Party without the Indemnified Party's prior written approval.

X. Insurance

A. During the Term, Deco shall obtain and maintain all insurance coverage needed to provide and the properly run the Program and as required by federal or state law, including without limitation, Workers Compensation with statutory limit and one million dollars ($1,000,000) Limit Employer's Liability, one million dollars ($1,000,000) Limit for Automobile Liability, Commercial General Liability including broad form contractual liability and personal injury endorsements, providing coverage against liability for bodily injury and property damage in the minimum amount of $1MM per occurrence and no less than two million dollars ($2,000,000) annual aggregate in addition to an Umbrella/Excess Liability providing excess liability coverage in the minimum amount of ten million dollars ($10,000,000.00) annual aggregate. Upon request of Citi, Deco shall provide a copy of a Certificate of Insurance that conforms to the foregoing requirements. The certification provided to Citi must include the amount and type of the coverage(s), names of the insurance providers, the policy numbers and the expiration date of such coverage(s), or that such coverage information has not materially changed since the effective date of this Agreement or the prior year's certification, as the case may be.

B. Citi, its parent Citigroup Inc. and subsidiaries as "Additional Insured" should be listed on any General Liability, Auto Liability, and Umbrella Liability coverage. In addition, Citi should be named as "Certificate Holder" on the Certificate of Insurance. Insurance Carrier shall notify Citi thirty (30) days prior to any non-renewal or cancellation of the Insurance required.

C. Citi's acceptance of delivery of a Certificate of Insurance that does not conform to the requirements herein shall not relieve Deco of its obligations to provide applicable insurance conforming to the requirements herein. Failure to comply with the insurance requirement above shall constitute a material breach of this Agreement.

XI. Confidentiality.

A. Each Party shall treat as confidential and shall not copy or duplicate or disclose to any person or organization any information obtained from the other Party, either directly or indirectly, that is marked as confidential or which should be reasonably understood to be confidential ("Confidential Information") and will only use or reproduce such Confidential Information (i) to perform its obligations under this Agreement, (ii) as required by the order of any court or any government agency with proper jurisdiction (and provided it gives notice to disclosing Party and an opportunity to object to the disclosure of such Confidential Information) or (iii) to receiving Party's attorneys, accountants or other representatives as necessary in the performance of their duties and in the case of Deco, to the cities of Miami and Miami Beach solely to the extent required under the agreements between Deco and such cities. Confidential Information shall not include (1) information that was in the public domain through no fault of the receiving Party at or subsequent to the time it was communicated to the receiving Party, (2) information

that was rightfully in the receiving Party's possession free of any obligation of confidentiality at or subsequent to the time it was communicated to the receiving Party by the disclosing Party and (3) information developed by receiving Party independently or and without reference to information provided by the disclosing Party hereunder. Without the disclosing Party's prior written consent and other than as set forth above, receiving Party may not disclose Confidential Information to any third party. The receiving Party shall treat Confidential Information with at least the same degree of care that it treats its own confidential information and shall exercise reasonable precautions to prevent disclosure of Information to unauthorized parties. If the receiving Party becomes aware of any threatened or actual violation of the disclosing Party's obligations with respect to Confidential Information, the receiving Party shall immediately notify the disclosing Party thereof and the receiving Party will, and will assist the disclosing Party with its effort to, cure or remedy such violation.

B. This Agreement and the Parties' dealings under this Agreement, including any payments made by Citi, are confidential and shall not be disclosed by either Party without the prior written consent of the other Party (which may be by e-mail), unless such Party is under a legal obligation to disclose such information or such disclosure is to such Party's advisors or for purposes of enforcement. In such event, the Party with the obligation to so disclose shall make reasonable efforts to provide the other Party with adequate notice of the required disclosure.

XII. Miscellaneous.

A. Governing Law & Jurisdiction. All matters affecting the interpretation or performance of this Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict of laws provisions. Any action or proceeding commenced pursuant to this Agreement shall be commenced in a federal or state court in the State of New York, County of New York. Both Parties hereby irrevocably waive trial by jury.

B. No Subcontractors. Deco may not engage any third party to perform any of its obligations hereunder without Citi's prior written approval. Notwithstanding such approval, Deco shall remain responsible for the performance of all obligations hereunder and for the acts or omissions of any its agents or subcontractors.

C. Assignment. Neither party shall assign this Agreement, in whole or in part (by assigning any right or delegating any duty under this Agreement), voluntarily or involuntarily, by operation of law, or in any other manner, without the other party's prior written consent (which may be by e-mail or facsimile) which may be withheld in such party's sole discretion, provided, however, that Citi may assign this Agreement to an affiliate or subsidiary capable performing hereunder upon notice, but without consent, to Deco. Except for such assignment by Citi, any purported assignment or delegation by a party without the other party's prior written consent is void. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of the parties.

D. Force Majeure. In the event that Deco is unable to perform its obligations under this Agreement as a result of an Act of God or of the public enemy, act of the government either in its sovereign or

contractual capacity, suspension or cancellation of the Program, civil commotion, fire, or flood, each of which must have a prolonged impact on the use of bicycles in the cities of Miami and/or Miami Beach (each an "Event") for one hundred twenty days (120), then Citi may, at its option either extend the Term for a period equal to the period that Deco was unable to perform its obligations or, if the impact exceeds one hundred eighty days (180), terminate this Agreement. In addition, if as the result of such Event, Deco is unable to meet the Program metrics in Exhibit C, then Citi shall also have the right to extend the Term for a period equal to the period of the Event. Notwithstanding the above, this Section XII (D) shall not relieve the Parties of any obligations relating to confidentiality, information security or non-infringement under this Agreement.

E. Relationship of the Parties. Deco shall perform services as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent between the Parties hereto or any affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party. Deco also agrees that it will not hold itself out as an affiliate of, or partner, joint venturer, co-principal or co-employer with Citi or any of its parent corporations, affiliates or subsidiaries by reason of this Agreement and that Deco will not permit any of its employees, agents or subcontractors to hold themselves out as, or claim to be, officers or employees of Citi or any of its parent corporations, subsidiaries or affiliates by reason of this Agreement.

F. Role of the Cities of Miami & Miami Beach. Pursuant to its agreements with the cities of Miami and Miami Beach, copies of which has been provided to Citi, Citi acknowledges and agrees that the such municipalities may have approval rights regarding the Program Logo, Program Name, colors of the bicycles and stations, and station formats. Deco shall be responsible for securing any necessary approvals which shall not be unreasonably withheld.

G. Waiver. This Agreement constitutes the entire agreement of the Parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing, relating to the subject matter hereof. This Agreement may be modified only by a written instrument signed by both Parties. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both Parties. However, failure of either Party to require the performance of any term of this Agreement or the waiver by either Party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

H. Severability. Each and every paragraph, sentence, term and provision of this Agreement shall be considered independent, reasonable, and severable. If a court of competent jurisdiction or arbitrator(s) makes a final determination that any paragraph, sentence, term or provision of this Agreement is unreasonable, invalid or unenforceable, the remaining paragraphs, sentences, terms and provisions of this Agreement shall be unimpaired and the unreasonable, invalid or unenforceable paragraph, sentence, term or provision of this Agreement shall be deemed replaced by a paragraph, sentence, term or provision that is valid, reasonable and enforceable and that most closely approximates the intention of the Parties with respect to the unreasonable, invalid or unenforceable term or provision, as evidenced by the remaining valid enforceable terms and conditions of this Agreement.

I. Audit. At least once during each year of the Term Citi, its internal or external auditors shall be entitled to audit Deco's books and records as related to the Program and Deco's expenditure of the Equipment Fees and advances. In the event that Citi finds that Deco has overstated such expenditures or misused such Equipment Fees or advances, Citi shall be entitled to terminate this Agreement and receive a refund of such Equipment Fees and/or advances.

J. Publicity. Neither Party shall issue any press release or public announcement concerning this Agreement, or identifying, mentioning or using the name of the other Party, without obtaining the prior approval of the other Party hereto, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that Citi shall be entitled to include the Program in any list of its sponsorships.

K. Notice. Unless otherwise specified herein, all notices, requests, demands, payments, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given (i) when hand-delivered, (ii) upon delivery when sent by express mail, courier, overnight mail or other overnight or next-day delivery service, (iii) when received when sent by facsimile or via email, provided that such facsimile or email is electronically confirmed to have been received, or (iv) three (3) days after the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, addressed as follows:

Citi: Citibank, N.A.
Attn: Elyssa Gray
One Court Square
Long Island City, NY 11120

With a copy to: Citi Legal Department
Attn: Jane G. Pollack or Anne Robinson
One Court Square, 41st Floor
Long Island City, NY 11120

Deco: 41 NE 17 TER, MIAMI, FL 33132

Citi or Deco may change its address by giving written notice of such change of address to the others.

L. Survival. The following provisions shall survive expiration or termination of this Agreement: Sections VIII(B)(2), VIII(B)(4), VIII(B)(7), IX – XII.

M. Entire Agreement. This Agreement, including all exhibits, schedules, and other attachments to this Agreement as well as documents specifically referenced in this Agreement, constitute the entire expression of the Parties' agreement with regard to the subject matter of this Agreement. All prior and

contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITIBANK, N.A.	DECOBIKE, LLC
By:	By:
Print Name: HEATHER M. COX	Print Name: RICARDO PIERDANT
Title: Chief Client Experience & Digital Marketing Officer	Title: PRESIDENT

7/7/2014

Exhibit A

Sponsorship Benefits

In addition to the benefits outlined in Sections I and III of the Agreement, Deco shall provide to Citi the following sponsorship benefits during each year of the Term:

1. **Status, Rights & Exclusivity**
   - Citi will be the exclusive title sponsor of the Program
   - Citi colors as selected by Citi shall be incorporated into the branding of the Program, subject to approval by the cities of Miami and Miami Beach
   - During each year of the Term, Deco will provide Citi with a most favored discounted rate on all passes and memberships in the Program and will give Citi $7500 of free Program memberships in the form of passes, member access cards or key fobs to be distributed by Citi in its sole discretion, but in compliance with the terms and conditions of the Program.
   - At least once during each year of the Term, Deco shall allow Citi to create an email that may, in Citi's sole discretion, include messaging about Citi products and services, that Deco will deploy to the Program member base (excluding members who have opted out from receiving marketing messages)

2. **Citi Branding Visibility on Bicycles**
   - Program Name and Program Logo on the fenders, frames, and baskets of all of the Program bicycles, the exact placement of which shall be mutually agreed upon by the parties. Such Program Name and Program Logo shall appear on all Program bicycles (minimum 1700), as of the Program Re-Launch Date. Deco will add the Program Name and Program Logo to all Program bicycles that it adds to the Program. In addition, in the event that Deco orders new bicycles, such bicycles shall not include the name of the manufacturer of such bicycles on the seats.
   - Citi shall choose color of bikes and other graphic design elements, subject to approval by cities of Miami and Miami Beach. Any changes to the design elements of the Program bikes, including but not limited to any proposed addition of any logos or other elements shall be subject to Citi's approval. As of the Program Re-Launch Date, the 700 downtown Miami area Program bicycles shall all include design elements chosen by Citi. By January 30, 2015 the 1000 Miami Beach Program bicycles shall all include design elements chosen by Citi and there should no longer be any Program bicycles that do not include design elements chosen by Citi.
   - Citi responsible for paying for the stickers on the bicycles which need to be rebranded. Such costs shall not exceed $60,000.00.

3. **Citi Branding Visibility on Station Kiosks, Station Docks & Other**
   - Program Logo on all station kiosks with the placement to be mutually agreed upon by Citi and Deco. The parties acknowledge and agree that Deco will use best effort to obtain permissions to include Citi branding on any station kiosks or docks which are placed on private property; provided, however, that the Deco shall use best efforts not to place stations on private property and shall work with Citi to determine an acceptable location for a station dock or kiosk if such kiosk or dock needs to be placed on private property. The parties acknowledge and agree that currently there is only one station on private property

- In the Miami Beach area, Citi shall have the main 22" x 48" ad panel at 40 station kiosks on which Citi commercial advertising can appear. The Program Name and Program Logo will appear on all of the stations kiosks (minimum of 100) in the Miami Beach area. In the event that Citi advertising cannot appear on an ad panel, no information on any commercial entity (other than Deco) shall be included on such ad panel; rather, the ad panel shall consist of Program, city or tourist related information. In addition, the Program Logo will appear on the rail locking docks and the stations kiosks and docks will be Citi blue (or feature Citi blue decals). As Deco adds station kiosks, Citi will receive the same benefits on such kiosks.
- In the downtown Miami area, Citi shall have all of the ad panels at every station kiosk (minimum 70). The main panel shall be 23" W x 58"H and the side panels shall be 16"W x 58"H . One side panel shall be used for the bikeshare station network map on all kiosks. As Deco adds station kiosks, Citi will receive the same benefits on such kiosks.
- Program Logo on all member access cards, Program maintenance trucks, rebalancing trailers, Program uniforms, city makes, and marketing collateral.

4. **Marketing and promotions**
   - Deco will consult and cooperate with Citi in devising and executing the marketing plan and all promotional efforts in support of the Program
   - Deco will consult and cooperate with Citi on any and all third-party collateral, sponsorships and promotional activities in support of the Program or using the Program Name or Logo. Specifically, Citi shall have the right to review and approve all such collateral, sponsorships and promotional activities. Such approval shall not be unreasonably withheld.
   - Deco will prominently display the Program Logo on all promotional campaign material for the Program, including in all social media posts, press releases and marketing collateral
   - Deco will also prominently display the Program Logo on any materials associated with community and bicycle safety programs
   - In the event Deco sells advertising space on the Program website and/or Program mobile application, Deco shall provide Citi with ad inventory on such properties free of charge and will not sell ad space to a third party that is not approved by Citi.
   - Deco will undertake at a minimum, the following marketing efforts in support of the Program:
     - Safety, education and community outreach campaign, including dozens of events in many areas of the city
     - Email blast to 4,300 city staff members regarding the Program and the Program Re-Launch
     - Program launch event with national and global media attention
     - Social media activation starting 1 month before Program Re-Launch and ongoing
     - Events, tabling, contests, ambassadors and programs to drive increase in membership, ridership and community ongoing.
     - Outreach to tourists, both prior to visit to Miami and Miami Beach and during their stays
     - Facilitate cross promotional opportunities with hotels, at community events (i.e., Aids Walk, Relay for Life, Bike Miami Days, and the Winter Party)

5. **Public relations**
   - Citi shall have the right to have Citi designated spokesperson participate in all media events that Citi considers to be key media.

- Citi will receive a credit as the exclusive title sponsor in all press releases or other controlled media in a form to be mutually approved by the Parties.
- Citi and the Program Name and Program Logo will be featured in all official Program press announcements and at all Program Events
- Deco will use best efforts to arrange for a press conference to announce the sponsorship with the participation of the mayors of the cities of Miami Beach and Miami
- Deco will conduct ongoing press outreach concerning the Program

6. Safety
   - Deco, together with the cities of Miami and Miami Beach, will execute a variety of programs designed to bring attention to bicycle safety and helmet usage. Deco will consult with Citi regarding the execution of such Programs and provide Citi with the opportunity to participate in such Programs, including but not limited to through helmet giveaways at Citibank branch locations.
   - Deco will place safety messaging prominently on the website, emails and newsletters to members, and on the station kiosks
   - Deco will continue to conduct bicycle safety workshops, bike safety summer camp programs, and its work with the South Florida Bike Coalition and will provide Citi with the opportunity to participate in these programs
   - Deco will continue to provide free helmets to all annual subscribing Program members at Deco office location(s) and, in Citi's discretion, Citi may also allow Deco to provide such helmets at Citi branches in the immediate area

7/7/2014

Exhibit B

SLAs

All Service Level Agreements are assessed monthly unless otherwise specified.

Ref.	Name	Service Level Agreement	Measurement Tool(s)	Performance Level	Units	Liquidated Damages Per Unit
1	**Station & Bicycle cleaning**	Every Station, as well as all Bicycles present, is cleaned or wiped down at least once every 14 days.	Deco databases	<98%	Per Station per Day	$50
2	**Bicycle Maintenance**	Every Bicycle receives a full mechanical check at least once every calendar month.	Deco databases	<100%	Per Bicycle per Day	$10
3	**Station cleaning after discovery or notification**	Stations must be cleaned within 48 hours of discovery or notification. Cleaning includes, but is not limited to wash or wipe-down, graffiti, scratchiti and sticker removal.	Deco databases.	<90%	Per instance, per 24 hour period beyond deadline	$50
4	**Bicycle cleaning after discovery or *notification***	Operator must clean Bicycles or remove them from the system within 96 hours of discovery or notification. Cleaning includes, but is not limited to wash or wipe-down, graffiti, scratchiti and	Deco databases	<90%	Per instance, per 24 hour period beyond deadline	$10

Ref.	Name	Service Level Agreement	Measurement Tool(s)	Performance Level	Units	Liquidated Damages Per Unit
		sticker removal.				
5	**Station Uptime**	Stations that are not marked for repairs, undergoing repairs or temporarily removed from circulation must be fully functional including all communications and transaction systems.	Deco database(s)	<95%	Per hour per station	$50
6	**Website availability**	Website must be fully functional. This includes but is not limited to the ability to: process transactions; provide real-time data and map; and provide subscriber account information, such as rental histories.	Deco database(s)	<97%	Per hour	$50
7	**Central Computer System outage**	The Central Computer System must be fully functional	Deco database(s)	<97%	Per hour	$50
8	**Bicycle fleet**	The operator will ensure that all bicycles that are not removed from circulation	Deco database(s)	<95%	Per Bicycle	$15

Ref.	Name	Service Level Agreement	Measurement Tool(s)	Performance Level	Units	Liquidated Damages Per Unit
		for repair, replacement or cleaning are in circulation as agreed upon by all parties.				
9	**Operational Docks**	Deployed Docks not marked for repair or replacement must be fully functional. This includes but is not limited to the ability to rent and receive Bicycles.	Deco database(s)	<95%	Per Dock	$10
10	**Bicycle rebalancing**	Bicycles shall be redistributed throughout the system as necessary to meet demand.	Deco database(s)	TBD	Measurement method to be mutually agreed upon	TBD

Deco shall be exempt from the SLA requirements in this exhibit under the following circumstances:

(a) Damaged or Stolen Stations and Components: In the event a station is damaged by acts of god or multiple stations are damaged at the same time as a result of an event beyond the direct control of Deco, Deco shall be excused from complying with SLA terms for such stations, bikes and components; provided, however, that Deco takes all necessary steps to ensure that riders cannot access such stations, bikes or components until they are fixed and provided further that such time Deco is excused is less than thirty (30) days unless further delay is the result of a Force Majeure Event under the Agreement or the result of a delay by the municipality or other governing body. Deco shall use best reasonable efforts to replace or repair such equipment quickly. It is agreed by the parties that in the event equipment must be ordered or removed for repairs, there will be a corresponding downtime for such equipment of which Deco will not be penalized.

(b) Temporary Removal or Relocation of Stations: During the Term, stations may be moved or removed temporarily for repairs, upgrades (including for the rollout of the new equipment as set forth in the Agreement) and/or to make way for construction projects (such as repaving or road infrastructure work). Deco shall be exempt from complying with SLA terms for such stations and shall not be penalized, provided, however, that Deco shall use all commercially

reasonable effort to have any station that is effected by such construction project relocated to a different area during the project and shall also notify Citi of such removal.

(c) 3rd Party Communication Providers: In the rare event a cellular data service provider (such as AT&T or T-Mobile for example) experiences an issue that impacts that data communication and performance of Deco's stations, Deco shall be exempt from the SLA during such period and shall not be penalized. Deco shall notify the communication provider immediately upon identifying and attempting to troubleshoot the issue. Deco will notify members (via email or social media) and Citi of any impact on the operation of the system if it is likely to persist for more than two hours.

Exhibit C

Program Metrics

The utilization metrics for the Program shall be as follows:

- Contract Years 1 & 2 – An average of 2 Rides (defined below) per day per bicycle (based on the Program fleet levels set forth in the Agreement)
- Contract Years 3, 4 & 5 – Any average of 2.5 Rides per day per bicycle (based on the Program fleet levels set forth in the Agreement)

No later first quarter of the second contract year of the Term, Deco would perform a formal ridership analysis to determine the degree of utilization of the Program over the first year of the Initial Term. In the event that the review demonstrates that the degree of utilization of the Program during the first contract year of the Term is less than an average of at least two Rides (as defined below) per day per bicycle has not been met, then Deco and Citi will come to mutually agreeable revised marketing and public relations commitments for Deco, which may include increasing the financial resources and manpower committed by Deco and related to those commitments, including but not limited to providing Citi with additional media placements, increasing public relations activities, and holding additional local promotions with Miami and Miami Beach agencies. After the initial audit, Deco will conduct quarterly ridership analyses and continue the revised marketing and public relations actions until the agreed-upon metrics have been met for at least two consecutive quarters. The parties acknowledge and agree for the purposes of making such calculations the limited time periods during which new docks were installed throughout Miami Beach and locks were changed out throughout Miami Beach will not be counted. Once such metrics have been satisfied for two consecutive quarters such reviews will be conducted at least once annually based on the metrics set forth above for the remainder of the Initial Term, unless any review shows that such metrics have not be satisfied in which case a review shall be conducted for the following quarter. In the event that the metrics are not met for two consecutive quarters, Citi shall have the option to terminate the Agreement as set forth in Section VII(B)(3).

7/7/2014

Exhibit D

Citi Marks

Citi Bike name

Citi Bike Design logo

Blue Wave Design

Citi

Citi with Arc Design

Citibank

7/7/2014

Exhibit E

Deco Marks

DecoBike Name and Logo

DecoBike Bicycle Design

7/7/2014

Exhibit F

Program Membership Pricing Ranges

- Standard Monthly Bike Pass Subscription (unlimited 30 Min rides): $15-$18
- Deluxe Monthly Bike Pass Subscription (unlimited 60 Min rides): $25-$30
- Annual Pre-Paid Bike Pass (unlimited 30 Min rides): $150-$160
- 30 Min: $4-$6
- 1 Hour: $6-$9
- 2 Hour: $10-$13
- 4 Hour: $18-$22
- 1 Day: $24-$30

- Deco may modify its prices in accordance with the ranges noted above upon providing ten (10) days prior notice to Citi. Deco shall be permitted to offer other various short-term passes not listed here at its discretion, but all subject to any requirements set forth in the Agreement. For the avoidance of doubt, Deco shall be able to offer discounts off of the prices below in its discretion, provided that it gives notice to Citi and that such discounts are not related to method of payment for such passes.

Exhibit 16.2

Advertising Locations for the Bicycle Basket Advertising Program and Kiosk Advertising Program

Active Station #:	Location:
107 (1)	2nd Street & Collins Ave
122 (2)	Ocean Drive & 15th Street
124 (3)	7th Street & Parking Garage
128 (4)	Michigan Ave & 5th Street
136 (5)	9th Street & Washignton Ave
145 (6)	14th Street & Alton Rd
147 (7)	Washington Ave & 13th Street
148 (8)	13th Street & Collins Ave
149 (9)	14th Street & Collins Ave
157 (10)	15th Street & Alton Rd
159 (11)	15th Street & Washington Ave
161 (12)	15th Street & Collins Ave
163 (13)	Lincoln Rd & James Ave
164 (14)	Washington Ave & 17th Street
166 (15)	Drexel Ave & Lincoln Rd
167 (16)	Pennsylvania Ave & Lincoln Rd
168 (17)	Euclid Ave & Lincoln Rd
169 (18)	Meridian Ave & Lincoln Rd
170 (19)	1666 West Ave
171 (20)	Jefferson Ave & Lincoln Rd
172 (21)	Michigan Ave & Lincoln Rd
173 (22)	Lenox Ave & Lincoln Rd
174 (23)	Lincoln Rd & West Ave
178 (24)	17th Street & Convention Center Dr
181 (25)	17th Street & Collins Ave
182 (26)	18th Street & Collins Ave
184 (27)	19th Street & Dade Blvd
187 (28)	West Ave & 20th Street
202 (29)	Miami Beach Dr & 22nd Street
203 (30)	23rd Street & Collins Ave
205 (31)	24th Street & Collins Ave
211 (32)	35th Street & Collins Ave
212 (33)	40th Street & Collins Ave
215 (34)	Chase Ave & 41st Street
220 (35)	Collins Ave & 44th Street
221 (36)	44th Street & Collins Ave
302 (37)	Collins Ave & 5500 Blk
305 (38)	67th Street & Collins Ave
306 (39)	69th Street & Collins Ave
308 (40)	Byron Ave & 71st Street

Docusign Envelope ID: F328520B-9D34-46FA-B830-7F548152ACB9

EXHIBIT 27

Human Trafficking Affidavit

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Concessionaire hereby attests under penalty of perjury that Concessionaire does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Concessionaire.

CONCESSIONAIRE:

Decobike LLC, a LLC corporation.

41 ne 17th ter Miami fl 33132

Name/Title: Ricardo Pierdant PRESIDENT (Address)

State of Florida

County of Miami dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21st day of January, 2025 by Ricardo Pierdant, as President, of Deco Bike LLC, a LLC corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

Monica Garcia

(Print Name)

My commission expires: _____

MONICA GARCIA
Notary Public - State of Florida
Commission # HH 427053
My Comm. Expires Jul 27, 2027
Bonded through National Notary Assn.

EXHIBIT 29
Prohibition Against Contracting with Foreign Countries of Concern Affidavit

In accordance with Section 287.138, Florida Statutes, incorporated herein by reference, the undersigned, on behalf of Concessionaire, hereby attests under penalty of perjury that Concessionaire does not meet any of the following criteria in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes: (a) Concessionaire is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in Concessionaire; or (c) Concessionaire is organized under the laws of or has its principal place of business in a foreign country of concern.

I understand that I am swearing or affirming under oath, under penalties of perjury, to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

The undersigned is authorized to execute this affidavit on behalf of Concessionaire.

CONCESSIONAIRE:

Decobike LLC, a LLC corporation.

17th NE ter miam fl 33132

Name/Title: Ricardo Pierdant PRESIDENT (Address)

State of Florida

County of Miami dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21st day of January, 2025 by Ricardo Pierdant, as Presidant, of Deco Bike LLC, a LLC corporation, known to me to be the person described herein, or who produced _____ as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

Monica Garcia
(Print Name)

MONICA GARCIA
Notary Public - State of Florida
Commission # HH 427053
My Comm. Expires Jul 27, 2027
Bonded through National Notary Assn.

My commission expires: _____

ITEM NO. 14.G

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Discussion on the Design Features for the Village Community Center Pergola - Village Manager, Frank Rollason

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Village Manager Frank Rollason requests guidance from the Village Commission regarding the rooftop design of the Village Community Center.

Enclosed are the previously approved design and the proposed alternatives submitted during ongoing construction. Current rooftop views from the east, west, and south are also included to illustrate potential visual impacts.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

Community Center Rooftop Design.pdf
CC Architectural Plans .pdf

THE NORTH BAY VILLAGE BRENT W. LATHAM COMMUNITY CENTER



THE ROOFTOP VIEW
EAST



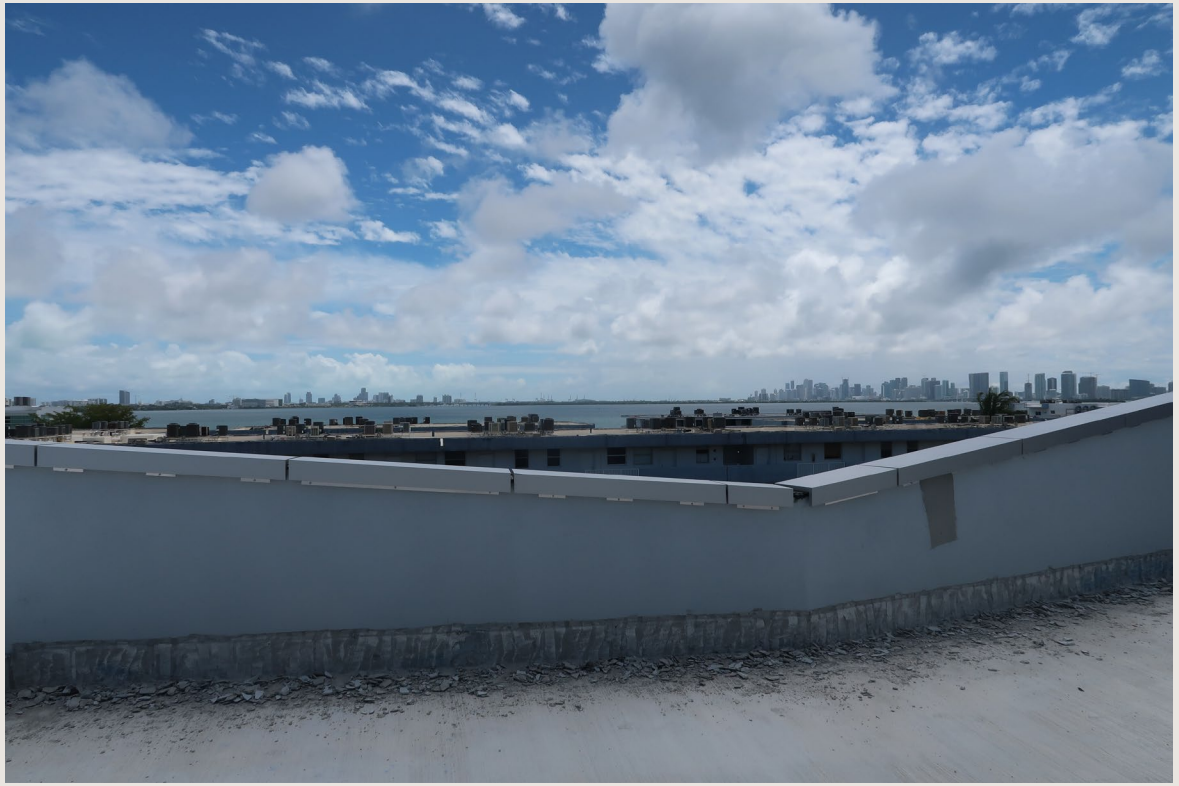


THE ROOFTOP VIEW
WEST





THE ROOFTOP VIEW
SOUTH













APPROVED DESIGN

CKM

Project Name and Address
PROPOSED SITE PLAN FOR
COMMUNITY CENTER
1851 GALLEON STREET
NORTH BAY VILLAGE, FLORIDA

Client Name
AFA / NORTH BAY VILLAGE

JAIME PLANA
SEAL

SHEET TITLE

PROPOSED ROOFTOP DESIGN



NORTH BAY VILLAGE COMMUNITY CENTER

1851 GALLEON STREET NORTH BAY VILLAGE, FLORIDA



ARCHITECTURAL

A-1.0 SITE PLAN
A-1.1 GROUND FLOOR PLAN
A-1.1.1 COURTS PLANS
A-1.2 SECOND FLOOR PLAN
A-1.3 THIRD FLOOR
A-1.4 ROOF TOP FLOOR
A-1.5 ROOF PLAN
A-1.6 ROOF PLAN
A-2.0 SOUTH ELEVATION
A-2.1 WEST ELEVATION
A-2.2 NORTH ELEVATION
A-2.3 EAST ELEVATION
A-3.0 SECTION 1
A-3.1 SECTION 2
A-4.0 ADA RESTROOM
A-4.1 ENLARGED RESTROOM
A-4.2 ENLARGED RESTROOM
A-4.3 ENLARGED RESTROOM
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A-5.1 STAIR DETAIL
A-5.2 ELEVATOR DEILS
A-5.3 ELEVATOR DETAILS
A-5.4 RAMP DETAILS
A-5.5 RAMP DETAILS
A-6.0 REFLECTED CEILING PLAN (GROUND FLOOR)
A-6.1 REFLECTED CEILING PLAN (SECOND FLOOR)
A-6.2 REFLECTED CEILING PLAN (THIRD FLOOR)
A-6.3 REFLECTED CEILING PLAN (TERRACE FLOOR)
A-7.0 WINDOWS AND DOOR SCHEDULE
A-7.1 STOREFRONT
A-7.2 STOREFRONT
A-7.3 GLASS RAILING SCHEDULE
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A-8.0 WALL & PARTITION DETAILS
A-9.0 ROOF DETAILS
A-9.1 ROOF TYPICAL DETAIL
A-9.2 *REMOVED SHEET
A-9.3 *REMOVED SHEET
A-9.4 PADDLE COURT DETAILS
A-9.5 *NEW SHEET FENCE DETAILS
A-9.6 *NEW SHEET GREEN BUILDING PROGRAM
LS-1.0 LIFE SAFETY SITE PLAN
LS-2.0 LIFE SAFETY GROUND FLOOR
LS-2.1 LIFE SAFETY 2ND FLOOR
LS-2.2 LIFE SAFETY 3RD FLOOR
LS-2.3 LIFE SAFETY TERRACE FLOOR

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E-1.0 ELECTRICAL GROUND FLOOR POWER PLAN
E-1.1 GROUND FLOOR PLAN- ELECTRICAL LIGHTING PLAN
E-1.1PH GROUND FLOOR PLAN- ELECTRICAL PHOTOMETRIC NORMAL POWER
E-1.1PHE GROUND FLOOR PLAN - ELECTRICAL EMERGENCY PHOTOMETRIC
E-2.0 SECOND FLOOR PLAN- ELECTRICAL POWER PLAN
E-2.1 SECOND FLOOR PLAN- ELECTRICAL POWER PLAN
E-3.1PH THIRD FLOOR PLAN- ELECTRICAL PHOTOMETRIC NORMAL POWER
E-2.1PHE SECOND FLOOR PLAN- ELECTRICAL EMERGENCY PHOTOMETRIC
E-3.0 THIRD FLOOR PLAN- ELECTRICAL POWER PLAN
E-3.1 THIRD FLOOR PLAN- ELECTRICAL POWER PLAN
E-3.1PH THIRD FLOOR PLAN- ELECTRICAL PHOTOMETRIC NORMAL POWER
E-3.1PHE THIRD FLOOR PLAN- ELECTRICAL EMERGENCY PHOTOMETRIC
E-4.0 TERRACE FLOOR PLAN- ELECTRICAL POWER PLAN
E-4.1 TERRACE FLOOR PLAN- ELECTRICAL POWER PLAN
E-4.1PH TERRACE FLOOR PLAN- ELECTRICAL PHOTOMETRIC NORMAL POWER
E-4.1PHE TERRACE FLOOR PLAN- ELECTRICAL EMERGENCY PHOTOMETRIC
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L-210 LANDSCAPE PLAN AND SCHEDULE
L-211 LANDSCAPE DETAILS AND NOTES

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FA-2.0 SECOND FLOOR PLAN- FIRE ALARM PLAN
FA-3.0 THIRD FLOOR PLAN- FIRE ALARM PLAN
FA-4.0 TERRACE FLOOR PLAN- FIRE ALARM PLAN
FA-5.0 FIRE ALARM GENERAL NOTES, LEGEND & RISER

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FP-1.02 SECOND FLOOR PLAN- FIRE PROTECTION
FP-1.03 THIRD FLOOR PLAN- FIRE PROTECTION
FP-1.04 ROOF PLAN- FIRE PROTECTION

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M-1.1 GROUND FLOOR PLAN- MECHANICAL
M-1.2 SECOND FLOOR PLAN- MECHANICAL
M-1.3 THIRD FLOOR PLAN- MECHANICAL
M-1.4 TERRACE FLOOR PLAN- MECHANICAL
M-0.0 MECHANICAL DETAILS

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P-1.03 SECOND FLOOR PLAN- PLUMBING (SEWER)
P-1.04 SECOND FLOOR PLAN- PLUMBING (WATER)
P-1.05 THIRD FLOOR PLAN- PLUMBING (SEWER)
P-1.06 THIRD FLOOR PLAN- PLUMBING (WATER)
P-1.07 ROOF PLAN- PLUMBING
P-1.08 UPPER ROOF PLAN- PLUMBING
P-2.0 ISOMETRIC- GROUND FLOOR PLAN- PLUMBING (SEWER & STORM DRAIN)
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C-3 UTILITY PLAN
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S1.00A FOUNDATION FLOOR PLAN OLD & NEW PILES
S1.02 SECOND FLOOR PLAN
S1.02A SECOND PT FLOOR PLAN
S1.02RC SECOND RC FLOOR PLAN
S1.03 THIRD FLOOR PLAN
S1.03PT THIRD PT FLOOR PLAN
S1.03RC THIRD RC FLOOR PLAN
S1.04 ROOF LEVEL PLAN
S1.04PT ROOF LEVEL PT PLAN
S1.04RC ROOF LEVEL RC PLAN
S1.05 UPPER ROOF LEVEL PLAN
S1.06 PADEL COURT
S2.00 PILE CAP PLAN & DETAILS
S2.01 PILE CAP PLAN & DETAILS
S3.00 SHEARWALL PLAN & DETAILS
S4.00 COLUMN SCHEDULE
S4.01 SCHEDULE
S5.00 SECTIONS
S5.01 SECTIONS
S6.00 SECTION STAIR
S7.00 COMPONENT & CLADDING WIND PRESSURE

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ARCHITECTURE

Digitally signed by Ariel Valdes
Date: 2026.02.04 22:53:32 -05'00'

Ariel Valdes, AIA
Florida Registration No.: AR96144

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ARIEL VALDES, AR96144 ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED COPIES.

PROJECT NAME:

NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	09.08.25 / City comments
02	10.10.25 / City comments
03	10.31.25 / City comments

DRAWING TITLE:

COVER SHEET

SHEET ID:

A-0.0

MIAMI-DADE COUNTY CONSTRUCTION NOTES

1. BUILDER SHALL COORDINATE ALL THE WORK OF ALL THE TRADES, AND COMPLY WITH THE 2023 FLORIDA BUILDING CODE 8th EDITION AND 2020 NATIONAL ELECTRICAL CODE.
2. BUILDER, SUBCONTRACTOR, SUPPLIER, ETC., SHALL VERIFY ALL DIMENSIONS, PLANS, SPECIFICATIONS, CONDITIONS AT JOBSITE, ETC. PRIOR TO STARTING ANY WORK AND WITHIN (7) AND WITHIN (7) SEVEN CALENDAR DAYS OF BUILDER'S RECEIPT OF THESE PLANS SHALL NOTIFY THE ARCHITECT (IN WRITING ONLY) OF ANY AND ALL DISCREPANCIES (WHETHER DISCREPANCIES ARE ERRORS OF COMMISSION OR OMISSION OR NOT). OTHERWISE THE ARCHITECT WILL ASSUME NO RESPONSIBILITY FOR ANYERRORS, AND THE BUILDER, SUBCONTRACTOR, SUPPLIER, ETC. SHALL ASSUME FULL RESPONSIBILITY FOR ANY ERRORS AND CORRECT ERRORS AT THEIR OWN EXPENSE. NOTE: ALL DIMENSIONS ARE NOMINAL: TO FACE OF STUD, STEM WALL, OR MONOLITHIC FOOTINGS UNLESS OTHERWISE NOTED. THE ARCHITECT DOES NOT HAVE ANY FIELD SUPERVISION NOR CONSTRUCTION ADMINISTRATION ON THIS PROJECT. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HOLD HARMLESS THE ARCHITECT FOR ANY PERSONAL INJURY OR DAMAGE TO THE PROJECT OR TO ADJACENT PROPERTIES AND OMISSIONS.
3. FIRST FLOOR ELEVATION AT THE LOWEST LEVEL SHALL BE A MIN. 18" ABOVE CROWN OF ROAD, OR AS SPECIFIED BY LOCAL AUTHORITIES.
4. SOIL STATEMENT: SOIL AT THIS SITE IS SAND AND ROCK SOIL WITH A BEARING CAPACITY 2000 P.S.F. WHICH IS CAPABLE OF SUPPORTING THE CONSTRUCTION OF FOUNDATIONS DESIGNED FOR THIS PROJECT. FILL UNDER ALL SLABS SHALL BE COMPACTED TO A MINIMUM DENSITY OF 95% PER ASTM D-1557. AFTER COMPACTION IS COMPLETED, CONTRACTOR WILL SUBMIT A CERTIFICATION SIGNED AND SEALED BY THE ARCHITECT OR ENGINEER OF RECORD ATTESTING THAT THE SITE HAS BEEN OBSERVED AND THE FOUNDATION CONDITIONS ARE SIMILAR TO THOSE UPON WHICH THE DESIGN IS BASED ON
5. THE ARCHITECT RESERVES, MAINTAINS AND RETAINS ITS COMMONLAW COPYRIGHT RIGHTS AND ANY OTHER RIGHTS (EXPRESSED AND / OR IMPLIED) IN THESE PLANS, DESIGNS, IDEAS,, SPECIFICATIONS, ETC. THESE PLANS, IDEAS, DESIGNS, ETC. ARE NOT TO BE REPRODUCED, COPIED, DUPLICATED, ETC. IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION FROM THE ARCHITECT, NOR ARE THEY TO BE LOANED OR ASSIGNED TO ANY PERSON, FIRMS, ASSOCIATIONS, CORPORATIONS, ETC. WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM THE ARCHITECT IN WRITING FOR EACH AND EVERY INSTANCE.
6. ANY CHANGES, REVISIONS, ALTERATIONS, ETC. REQUIRED TO THESE PLANS, DRAWINGS, SPECIFICATIONS, ETC. SHALL BE REQUESTED IN WRITING ONLY BY THE BUILDER AND THE OWNER TO THE ARCHITECT. ANY CHANGES, REVISIONS, ALTERATIONS, DEVIATIONS, ETC. NOT MADE BY THE ARCHITECT WILL FULLY, UNCONDITIONALLY AND TOTALLY RELEASE THE ARCHITECT FROM ANY AND ALL RESPONSIBILITY, CLAIMS, OR LIABILITIES AGAINST THE ARCHITECT FOR CULPABILITY, ETC. FROM DATE SHOWN ON PLANS ORIGIN UNTIL THE END OF TIME.
7. INTERIOR BEARING PARTITIONS - MIN. 2x4 WOOD STUDS (#2N S.Y.P.) 16" ON CENTER WITH 5/8" TYPE "X" GYPSUM WALLBOARD APPLIED VERTICALLY OR HORIZONTALLY NAILED WITH 6d COOLER NAILS 7" ON CENTER WITH END JOINTS ON NAILING MEMBERS. TABLE 37-B, ITEM 75 - NO. 16 GAUGE APPROVED NAILABLE METAL STUDS 16" ON CENTER WITH FULL-LENGTH 5/8" TYPE "X" GYPSUM WALLBOARD APPLIED VERTICALLY AND NAILED 7" ON CENTER WITH 6d COOLER NAILS. APPROVED METAL FASTENER GRIPS USED WITH NAILS AT VERTICAL BUTT JOINTS ALONG STUDS.
8. CONCRETE: ALL SLABS ON GRADE TO HAVE A COMPRESSIVE STRENGTH OF 2500 P.S.I., BEAMS AND COLUMNS 3,000 PSI AT 28 DAYS UNLESS NOTED OTHERWISE. CONCRETE PER ASTM C95, CONCRETE WORK PER ACI 301.
9. REBAR: ALL REINFORCEMENT STEEL TO BE ASTM A-615 GRADE 60, BENT, LAPPED AND PLACED IN ACCORD. WITH THESE DRAWINGS AND THE LATEST SPECIFICATIONS IN ACI 318.
10. CONTRACTOR IS RESPONSIBLE FOR ALL STRUCTURAL COORDINATION AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO POURING OF FLOOR SLABS, FOOTINGS, OR PADS.
11. THESE PLANS AS DRAWN AND NOTED COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE FLORIDA MODEL ENERGY CODE. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE WHICH MAY BE SPECIFICALLY ADDRESSED ON THE PLANS AND NOTES.
12. LUMBER USED FOR JOISTS , RAFTERS , TRUSSES , COLUMNS , BEAMS AND / OR STRUCTURAL MEMBERS SHALL BE NO.2 SOUTHERN YELLOW PINE STRESS GRADE A, NOT LESS THAN fb = 1000 PSI UNLESS OTHERWISE SPECIFIED.
13. ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE TO BE PRESSURE TREATED.
14. APPLY AND/OR INSTALL ALL PRODUCTS AND MATERIALS ACCORDING TO MANUFACTURERS PUBLISHED INSTRUCTIONS OR, IF NO INSTRUCTIONS EXIST. INSTALL PER STANDARD INDUSTRY PRACTICE'S.
15. SMOKE DETECTORS TO BE POWERED BY HOUSE ELECTRIC SERVICE AND HAVE BATTERY BACK-UP. MULTIPLE DETECTORS MUST BE INTERCONNECTED AS PER .F.B.C. LATEST EDITION,
16. ALL VERTICAL ELEVATION DATUM FOLLOWED BY "AFF" (ABOVE FINISHED FLOOR) IS REFERENCED FROM THE 0'-0" FINISHED FLOOR. IF NOT FOLLOWED BY "AFF" THE VERTICAL ELEVATION DATUM IS REFERENCED FROM THAT ROOMS FLOOR ELEVATION.
17. SOIL LOADS = NO NEW LOADS, EXISTING SOIL REMAINS SINCE IT IS WITHIN THE ORIGINAL BUILDING PERIMETER LINE.
18. ROOF LOADS = 30PSF LIVE LOAD, 17 PSF DEAD LOAD
19. DESIGN CERTIFICATION FOR BUILDING COMPLIANCE: ARCHITECT HEREBY CERTIFIES THAT, TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED TO COMPLY WITH THE APPLICABLE STRUCTURAL PORTIONS OF THE FLORIDA BUILDING CODE 2020 EDITION, ADOPTED AND ENFORCED BY THE MIAMI-DADE COUNTY PLANNING, ZONING AND BUILDING DEPARTMENT, BUILDING DIVISION. THE STRUCTURAL COMPONENTS DEPICTED IN THESE PLANS ARE DESIGNED TO RESIST WIND LOADS, AND FORCES SPECIFIED BY THE CURRENT CODE PROVISIONS.
20. DESIGN PARAMETER AND ASSUMPTIONS: CODE = ASCE 7-10 AT 175 MPH/ BUILDING DESIGNED AS ENCLOSED / PORCH DESIGNED AS OPEN STRUCTURE IMPORTANCE FACTOR = 1.0 / BASIC WIND PRESSURE=28 PSF / MEAN ROOF HEIGHT= 16 FEET / REQUIRED PRESSURE COEFFICIENTS WERE APPLIED TO ALL WALL & ROOF ZONES BUILDING HEIGHT IS LESS THAN 60 FEET / MINIMUM SOIL BEARING PRESSURE=2,500 PSF / ROOF DEAD LOAD=17 PSF / HAS BEEN REVIEWED FOR SHEAR WALL REQUIREMENTS AND FOUND NONE REQUIRED/ GLAZING IMPACT PROTECTION HAS BEEN SPECIFIED. BUILDING EXPOSURE C.

GENERAL NOTES

1. THESE DRAWINGS ARE THE PROPERTY OF CONSTRUKOMUSA AND JAIME PLANA, ARCHITECT AND SHALL NOT BE USED, REPRODUCED OR ALTERED IN ANY WAY WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ARCHITECT. ANY MODIFICATIONS, DELETIONS OR ADDITIONS TO THESE DRAWINGS ARE STRICTLY PROHIBITED.
2. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL COMPLY WITH THE CURRENT EDITION OF THE FLORIDA BUILDING CODE AND REQUIREMENTS IMPOSED BY ALL OTHER APPLICABLE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.
3. THE BIDDER, BY MAKING A BID, REPRESENTS THAT THE BIDDER HAS READ AND UNDERSTANDS THE DRAWINGS (BIDDING DOCUMENTS) TO THE EXTENT THAT SUCH DOCUMENTATION RELATES TO THE WORK FOR WHICH BID IS SUBMITTED. THE BID SHALL BE BASED UPON THE MATERIALS, SYSTEMS & EQUIPMENT SPECIFIED BY THE DWGS (BIDDING DOCUMENTS)WITHOUT EXCEPTION. SHOULD QUESTIONS ARISE, DURING THE BIDDING PROCESS, REGARDING THE CLEAR INTENT OF ANY PORTION OF THESE DRAWINGS (BIDDING DOCS)THE BIDDER SHALL PROMPTLY SUBMIT SUBMIT A WRITTEN REQUEST FOR CLARIFICATION TO THE ARCHITECT AND OBTAIN ALL NEEDED INFORMATION PRIOR TO SUBMITTAL OF BID.
4. THE DRAWINGS ARE COMPLIMENTARY, AND WHAT IS REQUIRED BY ONE SHALL BE AS BINDING AS IF REQUIRED BY ALL.
5. IN AS MUCH AS THE DRAWINGS ARE COMPLIMENTARY, BEFORE STARTING EACH PORTION OF THE WORK THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE VARIOUS DISCIPLINES OF THE DRAWINGS WITH EACH OTHER AND WITH INFORMATION FURNISHED BY THE OWNER AND SHALL REPORT PROMPTLY TO THE ARCHITECT, ERRORS, INCONSISTENCIES OR OMISSIONS DISCOVERED. SHOULD THE CONTRACTOR PROCEED WITH ANY CONSTRUCTION ACTIVITY KNOWING THAT IT INVOLVES A RECOGNIZED ERROR; THE CONTRACTOR SHALL ASSUME APPROPRIATE RESPONSIBILITY FOR SUCH PERFORMANCE AND SHALL BEAR AN APPROPRIATE AMOUNT OF THE ATTRIBUTABLE COST FOR CORRECTION.
6. IT IS NOT THE INTENT OF THESE DRAWINGS TO DEPICT EVERY DETAIL OF CONSTRUCTION. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS REQUIRED TO COMPLETE THE WORK OUTLINED IN THE DRAWINGS.
7. SHOULD A VARIANCE OCCUR WITHIN THE DRAWINGS, THE ITEM OR ARRANGEMENT OF BETTER QUALITY AND / OR HIGHER COST SHALL
8. ABBREVIATIONS NOTED IN THE DRAWINGS ARE THOSE COMMONLY USED. THE ARCHITECT WILL DEFINE ANY ABBREVIATION QUESTIONED UPON REQUEST.
9. THE CONTRACTOR SHALL EXECUTE THE WORK IN ACCORDANCE WITH THE DRAWINGS TO THE EXTENT POSSIBLE. THE CONTRACTOR SHALL COORDINATE THE WORK OF ALL TRADES IN ORDER TO AVOID CONFLICT. WHERE CONFLICTS OCCUR THAT CANNOT BE EASILY RESOLVED, THE ARCHITECT SHALL BE NOTIFIED BEFORE PROCEEDING WITH THE WORK. WHERE DIRECTED BY THE ARCHITECT THE CONTRACTOR SHALL, WITHOUT EXTRA CHARGE, MAKE REASONABLE MODIFICATIONS IN LAYOUT AS NEEDED TO PREVENT CONFLICT WITH VARIOUS TRADES AND / OR PROPER EXECUTION OF WORK.
10. DO NOT SCALE DRAWINGS. USE FIGURED DIMENSIONS ONLY. THE CONTRACTOR SHALL TAKE FIELD MEASUREMENTS, VERIFY FIELD CONDITIONS AND CAREFULLY COMPARE SUCH FIELD MEASUREMENTS AND CONDITIONS AND OTHER INFORMATION KNOWN TO THE CONTRACTOR WITH THE DRAWINGS BEFORE COMMENCING WORK ACTIVITIES. ERRORS, INCONSISTENCIES OR OMISSIONS DISCOVERED BY OR MADE KNOWN TO THE CONTRACTOR SHALL BE REPORTED PROMPTLY TO THE ARCHITECT. CONTRACTOR'S COMMENCEMENT OF WORK SHALL CONSTITUTE ACCEPTANCE OF EXISTING CONDITIONS.
11. THE CONTRACTOR'S REPORT TO THE ARCHITECT OR REQUEST FOR INFORMATION SHALL BE SUBMITTED IN SUCH FORMS AS THE ARCHITECT MAY REQUIRE.
12. ALL DEMOLITION, AS APPLICABLE, SHALL BE COORDINATED WITH THE OWNER PRIOR TO THE EXECUTION OF WORK.
13. THE MEP ENGINEERING DISCIPLINES (TO INCLUDE FIRE SPRINKLER AND FIRE ALARM SYSTEMS, AS APPLICABLE) ARE DIAGRAMMATIC BY NATURE AND ARE INTENDED TO ILLUSTRATE THE GENERAL ARRANGEMENT OF SYSTEMS AND EQUIPMENT OUTLINED IN THE DRAWINGS.
14. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH A SET OF AS-BUILT DRAWINGS, DEPICTING ACTUAL COMPONENT PLACEMENT AND ROUTING, FIELD MODIFICATIONS, ADDITIONS AND DELETIONS MADE DURING CONSTRUCTION OF THE PROJECT.
15. ALL SPECIFIED MATERIALS, SYSTEMS AND EQUIPMENT, REQUIRING SHOP DRAWINGS, SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND ACCEPTANCE PRIOR TO FABRICATION OR PURCHASING.
16. ALL PROPOSED SUBSTITUTIONS OF SPECIFIED MATERIALS, SYSTEMS AND EQUIPMENT SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW AND ACCEPTANCE PRIOR TO FABRICATION OR PURCHASING.
17. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE UTILITY COMPANIES FROM WHICH SERVICE IS TO BE OBTAINED.
18. THE CONTRACTOR SHALL FIELD INSPECT ALL AVAILABLE EXISTING SITE UTILITIES AND VERIFY THAT SAID UTILITIES COMPLY REQUIREMENTS IMPOSED BY ALL OTHER APPLICABLE GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.
19. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED BUILDING PERMITS, INSURANCE CERTIFICATES, LICENSES (INCLUDING ALL APPLICABLE TAXES), ETC. REQUIRED TO PERFORM THE WORK OUTLINED IN THE DRAWINGS.
20. THE CONTRACTOR SHALL COORDINATE AND SUPERVISE ALL WORK PERFORMED BY HIS FORCES AND BY SUB-CONTRACTORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION AND SUPERVISION OF ALL WORK ACTIVITIES TO ASSURE COMPLIANCE WITH THE DRAWINGS.
21. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY BARRIERS, LIGHTING, COVERING, BRACING, SHORING, FIRE PROTECTION AND ALL OTHER EQUIPMENT, MEANS AND METHODS NECESSARY TO PROTECT THE SAFETY AND SECURITY OF ALL PERSONS AND THE PROPERTY THROUGHOUT THE ENTIRE PERIOD OF CONSTRUCTION.
22. THE CONTRACTOR SHALL COORDINATE ALL PARKING AND ON-SITE STORAGE OF CONSTRUCTION MATERIALS AND EQUIPMENT.
23. THE CONTRACTOR SHALL CLEAN AREAS WHERE WORK IS IN PROCESS TO THE LEVEL OF CLEANLINESS NECESSARY FOR THE PROPER EXECUTION OF WORK AND REMOVE WASTE MATERIALS AND DEBRIS FROM THE SITE PERIODICALLY AND DISPOSE OFF-SITE LAWFULLY.
24. THE CONTRACTOR SHALL PROVIDE A WRITTEN WARRANTY FOR ALL WORKMANSHIP, MATERIALS, SYSTEMS AND EQUIPMENT FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION AND WILL, AT NO EXPENSE TO OWNER, REPAIR, RESTORE AND / OR REPLACE ALL DEFECTIVE WORK DURING THE TERM OF SAID WARRANTY. THE TERM AND CONDITIONS OF THE WARRANTY MAY BE EXTENDED OR MODIFIED BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
25. THE CONTRACTOR SHALL SUPPLY THE OWNER WITH EQUIPMENT / APPLIANCE WARRANTIES, AS APPLICABLE.
26. WHERE DISSIMILAR MATERIALS COME IN CONTACT, THE CONTRACTOR SHALL PROVIDE PROPER INSULATION TO PREVENT GALVANIC OR ELECTROLYTIC ACTION.
27. THE CONTRACTOR SHALL PROPERLY ISOLATE ALL MATERIALS, SYSTEMS AND EQUIPMENT TO PREVENT VIBRATION AND / OR NOISE TRANSMISSION.
28. ALL WOOD IN CONTACT WITH CEMENTITIOUS MATERIAL SHALL BE PRESSURE TREATED. A. BORATE BASED PRESERVATIVE - FOR ABOVE GROUND APPLICATIONS THAT ARE CONTINUOUSLY PROTECTED FROM LIQUID WATER. B. COPPER BASED PRESERVATIVE - FOR FULL EXPOSURE TO ABOVE GROUND, GROUND CONTACT AND FREEWATER APPLICATIONS. C. ALL METAL PRODUCTS USED IN CONJUNCTION WITH PRESSURE TREATED WOOD SHALL BE IN ACCORDANCE WITH PUBLICIZED RECOMMENDATIONS OF THE METAL PRODUCTS MANUFACTURER AND WOOD PRESERVATIVE PRODUCTS.
29. ALL NAILS USED IN EXTERIOR APPLICATIONS SHALL BE HOT-DIPPED GALVANIZED.
30. ALL PRE-MANUFACTURED ITEMS THAT REPRESENT COMPONENTS OF THE WORK, OUTLINED IN THE DWGS, SHALL COMPLY WITH DADE COUNTY PRODUCT CONTROL APPROVAL, AS APPLICABLE.
31. ALL NEW APPLICABLE ASSEMBLIES / EQUIPMENT SHALL BE AFFIXED WITH A U. L. (UNDERWRITERS LABORATORY) APPROVAL LABEL, AS ACCEPTED BY LOCAL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.
32. THE CONTRACTOR SHALL COORDINATE THE PURCHASING AND INSTALLATION OF SPECIFIED CABINETRY AND MILLWORK WITH THE OWNER.
33. ALL DRYWALL SHALL RECEIVE A SMOOTH FINISH, UNLESS OTHERWISE NOTED.
34. 34. PROVIDE 2 X 4 BLOCKING AT THE PERIMETER OF ALL INTERIOR DOOR AND WINDOW OPENINGS. PROVIDE DOUBLE PLATES ABOVE HEADERS OF ALL OPENINGS GREATER THAN 4'-0" IN WIDTH.
35. ALL DOOR AND WINDOW FRAMES SHALL RECEIVE CAULK AROUND THE ENTIRE ASSEMBLY PERIMETER.
36. AT LEAST ONE STAIRWAY SHALL BE PROVIDED THAT IN USABLE CONDITION AT ALL TIMES AND THAT MEETS THE REQUIREMENTS OF NFPA 101-7-2.2.
37. STAN PIPE SHALL BE INSTALLED IN ACCORDANCE W/ NFPA-1
38. REQUIRED NFPA 704 SIGNAGE SHALL BE INSTALLED ON THE OUTERMOST EXTERIOR WALL FACING THE ACCESS ROADWAY NEXT TO ALL DOORS.
39. INSTALLATION OF PORTABLE FIRE EXTINGUISHERS DURING CONSTRUCTION SHALL COMPLY W/ FLORIDA FIRE PREVENTION ODE NFPA 1 - 2014 EDITION 29-2.7, 29-2.8, 29-2.9. NFPA 1141 SECTION 3-9.6 - AT LEAST ONE PORTABLE FIRE EXTINGUISHER HAVING A RATING OF AT LEAST 4-A, 30-BC SHALL BE WITHIN A TRAVEL DISTANCE OF 75 FT. OR LESS TO ANY POINT OF A
40. STRUCTURE UNDER CONSTRUCTION.

GENERAL NOTES

1816.1 TERMITE PROTECTION. TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICIDES, INCLUDING SOIL APPLIEDPESTICIDES, BAITING SYSTEMS, AND PESTICIDES APPLIED TO WOOD OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED FOR USE AS A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION. UPON COMPLETION OF THE APPLICATION OF TERMITE PROTECTIVE TREATMENT, A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT:

"THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."

INTERIOR WALL AND CEILING FINISH REQUIREMENTS BY OCCUPANCY
AS PER FBC 803.1 AND TABLE 803.11

GROUP	CLASS OF INTERIOR FINISH MATERIALS (SPRINKLERED)		
	Interior exit stairways and ramps and exit passageways	Corridors and enclosure for exit access stairways and ramps	Rooms and enclosed spaces
ASSEMBLY	B	B	C
BUSINESS	B	C	C
STORAGE	C	C	C

02

DEFERRED SUBMITTAL LIST:

1. WINDOWS
2. DOORS
3. ROOFING SYSTEM
4. RAILINGS
5. INTERIOR FINISH
6. A/C SYSTEMS
7. LIGHTING SYSTEM
8. PLUMBING FIXTURE
9. SWICHGEAR
10. ELEVATOR SYSTEM
11. FIRE ALARM
12. STRUCTURAL (POST TENSED SLABS)
13. ARC FLASH RISK ASSESSMENT STUDY

03 02

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ARCHITECT OF RECORD:

Digitally signed by Ariel Valdes
Date: 2026.02.04 22:54:06 -05'00'
Ariel Valdes, AIA
Florida Registration No.: AR96144

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ARIEL VALDES, AR96144 ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED COPIES.

PROJECT NAME:

NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE,
FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195
DESIGNED BY: O. GONZALEZ / N. SANTAMARIA
DRAWN BY: N. SANTAMARIA / A. MURGA
CHECKED BY: A. VALDES
DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	09.08.25 / City comments
02	10.10.25 / City comments
03	11.20.25 / City comments

DRAWING TITLE:

CONSTRUCTION AND GENERAL NOTES

SHEET ID:

A-0.3

SITE GENERAL NOTES

GENERAL CONTRACTOR ("GC") SHALL VISIT THE SITE, REVIEW THE BUILDING SHELL AND BECOME THOROUGHLY FAMILIAR WITH THE SITE CONDITIONS PRIOR TO BIDDING OR CONSTRUCTION.

GC SHALL CONSULT WITH ARCHITECT TO RESOLVE ANY CHANGES, OMISSIONS OR PLAN DESCREPANCIES PRIOR TO BIDDING OR CONSTRUCTION.

ALL WORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH LOCAL, COUNTY, STATE AND FEDERAL CODES AND ORDINACES

GC SHALL VERIFY THE LOCATION OF ALL UTILITIES.

GC TO VERIFY ALL DIMENSIONS, INCLUDING CLEARANCES REQUIRED BY OTHER TRADES, AND NOTIFY ARCHITECT OF ANY DESCREPANCIES PRIOR TO PROCEEDING WITH WORK. ALL DIMENSIONS ARE TO THE FACE OF THE FINISHED SURFACE UNLESS OTHERWISE NOTED. DO NOT SCALE DRAWINGS

GC IS RESPONSIBLE FOR OBTAINING PERMITS FOR THE PLUMBING, MECHANICAL, AND ELECTRICAL SYSTEMS PRIOR TO INSTALLATION OF SUCH SYSTEMS.

GC SHALL RETAIN ONE SET OF THE PLANS TO NOTE AND DOCUMENT ALL CHANGES DURING CONSTRUCTION.

IF ANY ERRORS OR OMISSIONS APPEAR IN THE DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS, THE CONTRACTOR MUST NOTIFY THE ARCHITECT AND ENGINEER, IN WRITING, OF THE SAME PRIOR TO PROCEEDING WITH THE WORK IN QUESTION. IN THE EVENT THAT THE CONTRACTOR FAILS TO GIVE NOTICE, OR PROVIDE SUFFICIENT TIME FOR A RESPONSE, CONTRACTOR IS RESPONSIBLE OF SUCH ERRORS OR OMISSIONS, AND FOR ALL COSTS FOR RECTIFYING SAME AND FOR DELAYS OR ANY OTHER COSTS INCURRED BY SAME.

POTENTIAL CONFLICTS SHALL BE TRANSMITTED TO THE ARCHITECT AND ENGINEER BEFORE PROCEEDING WITH THE WORK. CONTRACTOR TO PROVIDE ADEQUATE TIME FOR RESPONSE FROM ARCHITECT/ENGINEER.
TYPICAL DETAILS AND NOTES ON THESE DRAWINGS SHALL APPLY UNLESS SPECIFICALLY NOTED OTHERWISE. CONSTRUCTION DETAILS AND SECTIONS NOT COMPLETELY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS AND SECTIONS SHOWN OR NOTED FOR SIMILAR CONDITIONS.

THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES OF EVERY KIND, INCLUDING WATER AND POWER, NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHOWN OR INDICATED ON THESE DRAWINGS. ALL MATERIAL SHALL BE NEW. MATERIALS AND WORKMANSHIP SHALL OF GOOD QUALITY. ALL WORKMEN AND SUBCONTRACTORS SHALL BE LICENSED, INSURED AND SKILLED IN THEIR TRADE.

THE CONTRACTOR SHALL ADEQUATELY PROTECT HIS WORK, ADJACENT PROPERTY AND THE PUBLIC, AND BE RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.

THE PREMISES SHALL BE KEPT FROM ACCUMULATION OF WATER, MATERIALS, AND DEBRIS, AND AT THE END OF THE JOB THE CONTRACTOR SHALL REMOVE ALL RUBBISH, SURPLUS MATERIALS, AND TOOLS AND LEAVE THE BUILDING BROOM CLEAN.

NO STRUCTURAL MEMBER SHALL BE CUT, NOTCHED OR OTHERWISE REDUCED IN SIZE OR STRENGTH WITHOUT PRIOR APPROVAL IN WRITING FROM A STRUCTURAL ENGINEER.

NO SHOP DRAWING SHALL BE SUBMITTED FOR ARCHITECT/ENGINEER'S REVIEW UNTIL AFTER THEY HAVE BEEN REVIEWED AND NOTED FOR CONSTRUCTION METHOD, DIMENSIONING, AND OTHER TRADE REQUIREMENTS BY THE CONTRACTOR, AND STAMPED WITH THE CONTACTOR'S APPROVAL SEAL. ENGINEER ASSUMES NO RESPONSABILITY FOR DIMENSIONS, QUANTITIES, ERRORS OR OMOSSIONS, AS A RESULT OF CHECKING AND REVIEWING ANY SHOP DRAWINGS. ANY ERRORS OR OMISSIONS MUST BE MADE GOOD BY CONTRACTOR, IRRESPECTIVE OF RECEIPT, CHECKING OR REVIEW OF DRAWINGS BY ENGINEER, AND EVEN THOUGH WORK IS DONE IN ACCORDANCE WITH SUCH SHOP DRAWINGS.

PARKING AND LOADING FACILITIES LOCATED ON THE TIES PROPERTY ADJACENT TO THE PROJECT PREMISES, SUBJECT TO APPROVAL OF AN EXCEPTION PURSUANT TO SEC. 9.3.E.1. AND TO THE TERMS OF THE JUA BETWEEN THE VILLAGE AND SCHOOL BOARD, SHALL BE IN COMPLIANCE WITH THE STANDARDS OF THE ULDC.

VILLAGE STAFF SHALL ENSURE THAT GARBAGE COLLECTION OCCURS DURING OFF- PEAK HOURS.

SIDEWALK/ GRASS STRIP RESTORATION SHALL BE PERFORMED ACCORDING TO VILLAGE CORE REQUIREMENTS.

ALL SIDEWALK PROVIDING CIRCULATION TO THE PUBLIC SHALL MEET THE MINIMUM DESIGN CRITERIA OF THE ADA.

NO SEATS, FURNITURE, CARS, FIXED EQUIPMENT, STORAGE AREA, PARKING SPACE, ETC., IS ALLOWED AT THE FCD LOCATION.

SCOPE OF WORK

NEW 3 STORY BUILDING AND NEW PADDLE & PICKLE BALL COURTS

NOTE:
THE ADDITION OF THE THIRD FLOOR WAS DISCUSSED AND ENDORSED BY THE VILLAGE COMMISSION ON APRIL 15, 2025, **RESOLUTION NO. 2025-065**, APPROVED ON JULY 15, 2025, FORMALLY MODIFIED THE VILLAGE'S DEVELOPMENT AND CONSTRUCTION AGREEMENT WITH FPL TO ALLOW THE ADDITION OF A THIRD FLOOR AND OTHER CHANGES TO THE PROJECT.

AREA TABULATION

a.	Area under A/C (first floor)	4,112 sq.ft.
b.	Area under A/C (second floor)	5,667 sq.ft.
c.	Area under A/C (third floor)	5,667 sq.ft.
d.	Area under A/C (rooftop)	203 sq.ft.
	TOTAL Area under A/C	**15,649 sq.ft.**
a.	Built area (first floor)	4,592 sq.ft.
b.	Built area (second floor)	6,147 sq.ft.
c.	Built area (third floor)	6,147 sq.ft.
d.	Built area (rooftop)	858 sq.ft.
e.	**Total built area**	**17,744 sq.ft.**
	GROUND FLOOR EXTERIOR AREAS	4,189 sq.ft.
	GREEN SPACE ON TERRACE	2,884 sq.ft.

PARKING CALCULATIONS:

REQUIRED	PROVIDED
OFFICE: 1 PS/300 SF 1 PS/300 SF 6,240 SF / 300 = 20.08 PS	20 PS
COMMUNITY ROOM / ASSEMBLY AREAS: 1 PS/300 SF 5.336 SF / 300 = 17.78 PS	18 PS
COURTS: 5 PS x COURT 5 PS x 6 COURTS = 30 PS	30 PS
ADA PARKING: 3 PS (FBC-A, TABLE 208.2.)	5 PS
TOTAL PARKING SPACES (PS) REQUIRED: **71 PS**	TOTAL PARKING SPACES (PS) PROVIDED AT THE ADJACENT COMMUNITY PARK: **73 PS**



01 LOCATION PLAN
Scale: NTS

ZONING INFORMATION

1851 GALLEON STREET, NORTH BAY VILLAGE, FLORIDA 3314133141
FOLIO # 23-3209-014-0200
ZONING DISTRICT — RM-40 RESIDENTIAL MULTIFAMILY DISTRICT
LAND USE — MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL
FUTURE LAND USE — PARKS & RECREATION
PROPOSED USE — SPORTS & COMMUNITY FACILITY
TOTAL AREA — 48,000 SQ. FT. - 1.10 ACRES

		REQUIRED	PROPOSED
LOT COVERAGE		N/A	7,000 SQ. FT.
BUILDING TOTAL AREA (UNDER AC)			17,300 SQ. FT.
LOT AREA		MINIMUM 10,000 SQ. FT.	48,000 SQ. FT.
LOT FRONTAGE		MINIMUM 100'-0"	480'-0"
MINIMUM YARD SETBACKS	FRONT	MINIMUM 25'-0"	25'-0"
	SIDE (INTERIOR)	MINIMUM 20'-0"	135'-8" / 227'-1 1/2"
	REAR	MINIMUM 15'-0"	15'-0"
MINIMUM BUILDING HEIGHT		4 STORIES 45'-0"	3 STORIES 58'-0"
SITE COVERAGE PERCENTAGE			45.85% (21,418 SQ.FT.)
PERVIOUS AREA		MINIMUM 25%	49.83% (23,918 SQ.FT.)
SIDEWALKS			5,255 SQ. FT.
FITNESS USE AREAS 12,561 SQ. FT.	PADEL COURTS		9,040 SQ. FT.
	PICKLEBALL COURTS		3,521 SQ. FT.
OFFICE USE AREAS 11,805 SQ. FT.	GROUND FLOOR		2,057 SQ. FT.
	SECOND FLOOR		4,906 SQ. FT.
	THIRD FLOOR		4,842 SQ. FT.
BICYCLE PARKING		6 BICYCLE PARKING / PER 50,000 SQ. FT.	6 BYCICLE PARKING
LOADING SPACE		25,000 SQ. FT. 0 SPACES	1 SPACE

LEGAL DESCRIPTION:
LOT 3 THROUGH 8, BLOCK 9, OF "PORTION OF TRACT B 1ST ADDITION TO TREASURE ISLAND", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGE 6, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LEGENDS
- (#) DOOR NUMBER SEE SCHEDULE SHEET A6-1.1
- (#) STOREFRONT/WINDOW NUMBER SEE SCHEDULE SHEET A6-1.1
- [#] WALL TYPE DESIGNATION SEE SHEET A7-1.1

NOTE:
ACCESSIBLE ROUTES WILL HAVE RUNNING AND CROSS SLOPES WILL MEET ADA STANDARDS.

FLOOD ZONE INFORMATION

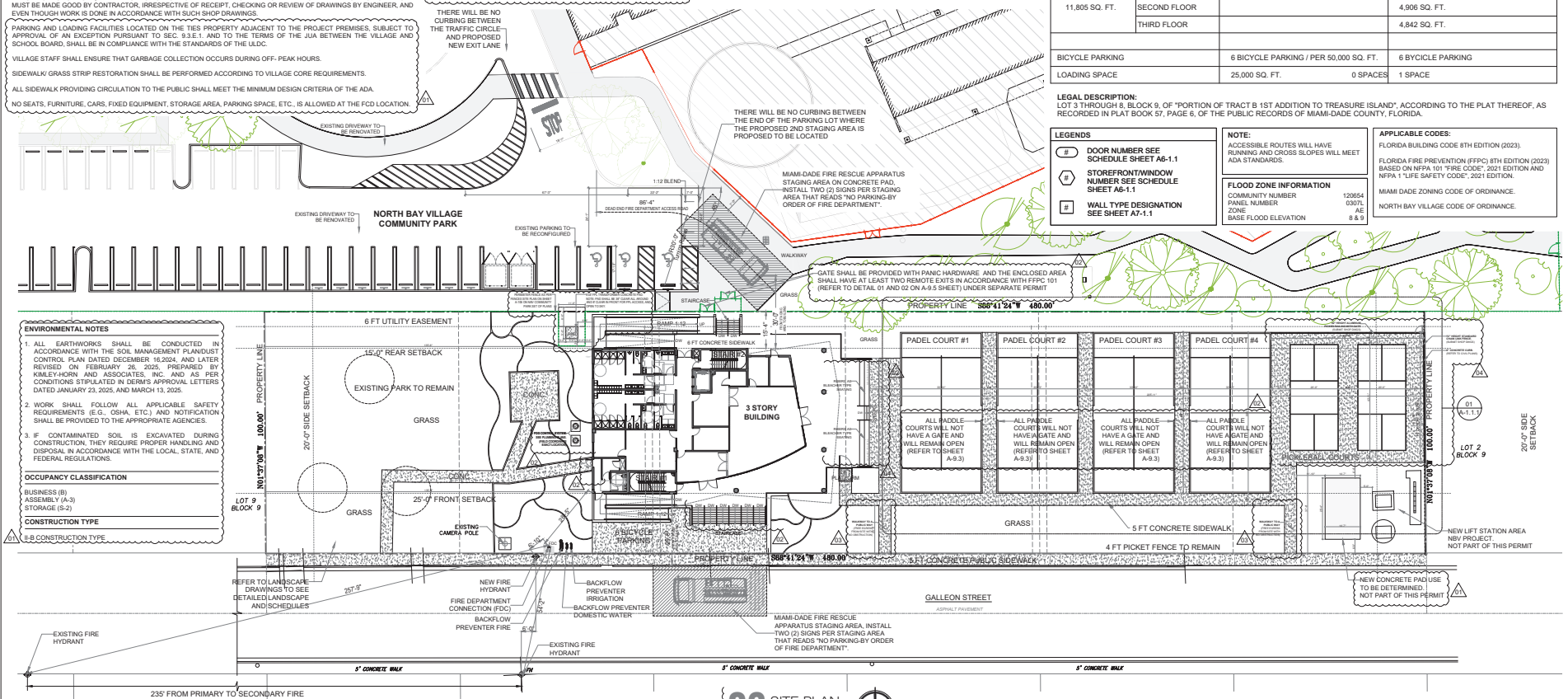
COMMUNITY NUMBER	120654
PANEL NUMBER	0307L
ZONE	AE
BASE FLOOD ELEVATION	8 & 9

APPLICABLE CODES:
FLORIDA BUILDING CODE 8TH EDITION (2023).

FLORIDA FIRE PREVENTION (FFPC) 8TH EDITION (2023) BASED ON NFPA 101 "FIRE CODE", 2021 EDITION AND NFPA 1 "LIFE SAFETY CODE", 2021 EDITION.

MIAMI DADE ZONING CODE OF ORDINANCE.

NORTH BAY VILLAGE CODE OF ORDINANCE.



02 SITE PLAN
Scale: 1" = 20-0"

ENVIRONMENTAL NOTES

1. ALL EARTHWORKS SHALL BE CONDUCTED IN ACCORDANCE WITH THE SOIL MANAGEMENT PLAN/DUST CONTROL PLAN DATED DECEMBER 16,2024, AND LATER REVISED ON FEBRUARY 26, 2025, PREPARED BY KIMLEY-HORN AND ASSOCIATES, INC. AND AS PER CONDITIONS STIPULATED IN DERM'S APPROVAL LETTERS DATED JANUARY 23, 2025, AND MARCH 13, 2025.
2. WORK SHALL FOLLOW ALL APPLICABLE SAFETY REQUIREMENTS (E.G., OSHA, ETC.) AND NOTIFICATION SHALL BE PROVIDED TO THE APPROPRIATE AGENCIES.
3. IF CONTAMINATED SOIL IS EXCAVATED DURING CONSTRUCTION, THEY REQUIRE PROPER HANDLING AND DISPOSAL IN ACCORDANCE WITH THE LOCAL, STATE, AND FEDERAL REGULATIONS.

OCCUPANCY CLASSIFICATION
BUSINESS (B)
ASSEMBLY (A-3)
STORAGE (S-2)

CONSTRUCTION TYPE
II-B CONSTRUCTION TYPE

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ARCHITECT OF RECORD:
STATE OF FLORIDA — ARIEL VALDES — AR96144 — REGISTERED ARCHITECT
Digitally signed by Ariel Valdes
Date: 2026.02.04 22:54:47 -05'00'
Florida Registration No. AR96144

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NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:
AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:
MG3 GROUP

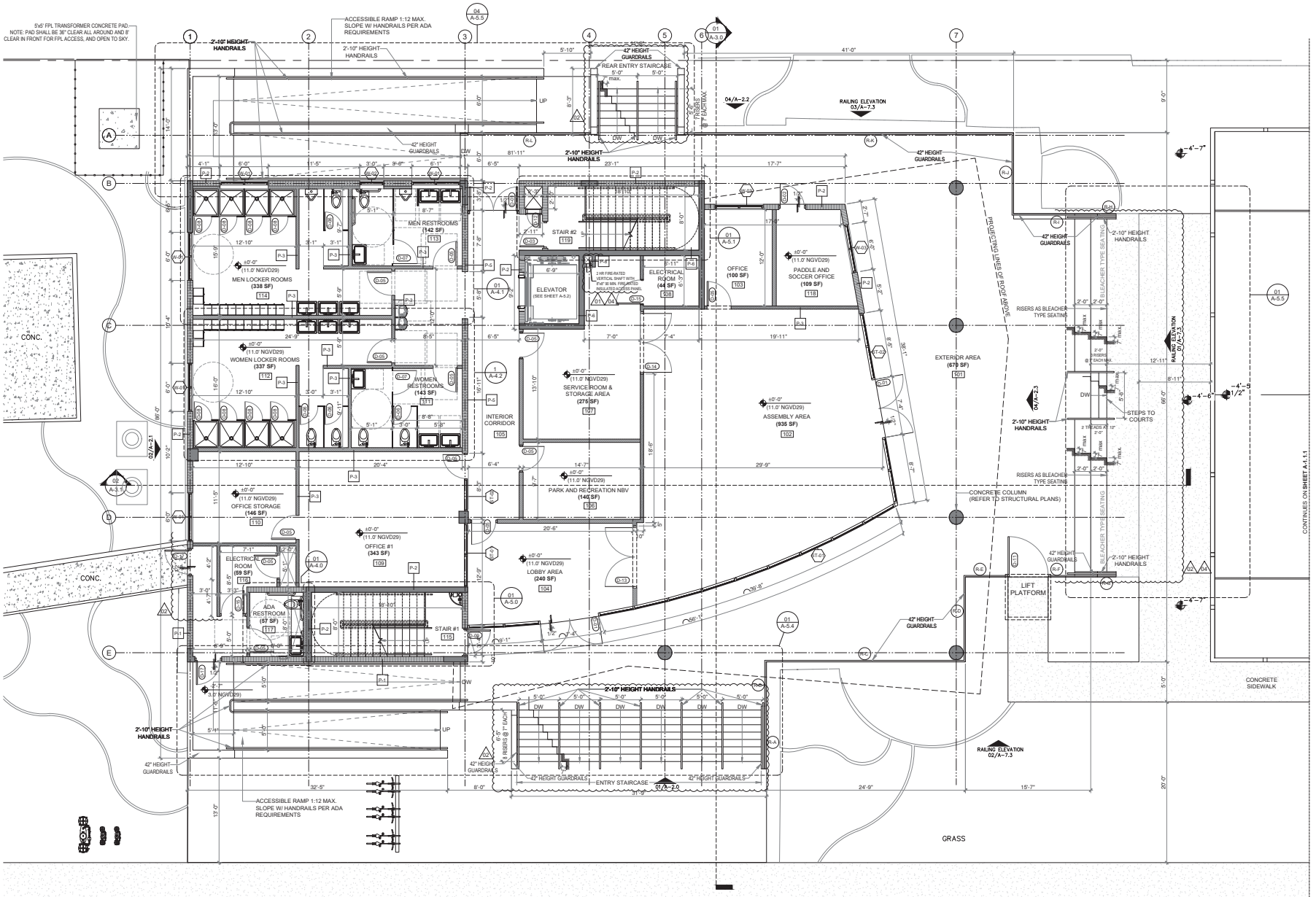
PROJECT NO.: 195
DESIGNED BY: O. GONZALEZ / N. SANTAMARIA
DRAWN BY: N. SANTAMARIA / A. MURGA
CHECKED BY: A. VALDES
DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments

DRAWING TITLE:
SITE PLAN

SHEET ID:
A-1.0



01 GROUND FLOOR PLAN

Scale: 3/16" = 1'-0"

WALL TYPE/ PARTITION TYPE LEGEND:

NEW 8" CMU (CONCRETE MASONRY WALL)
1HR FIRE-RATED.
REFER TO WALL SECTIONS & WALL TYPES.

NEW 8" CMU (CONCRETE MASONRY WALL)
GYPSUM BOARD ATTACHED. REFER TO WALL SECTIONS & WALL TYPES.

NEW INTERIOR PARTITION 3-5/8" METAL STUDS (5" DIMENSIONED PARTITION) @ 24" O.C. ATTACHED TO BOTTOM & TOP METAL TRACKS & GYPSUM BOARD ATTACHED TO EACH SIDE OF STUDS.

EACH WALL TYPES REPRESENTATIVE FOR THE WALL MATERIAL AND THE FIRE RATE ASSIGNED. THE FINISHED MATERIAL ON EACH SIDE OF THE WALL IT IS NOT ALWAYS REPRESENTED. SEE FINISH SCHEDULE FOR EACH ROOM FINISH MATERIAL.

WALL TYPES/ PARTITION TYPES.
WALL TYPES AND PARTITION TYPES ARE LABELED ON OVERALL FLOOR PLANS REFER TO WALL TYPES AND PARTITION TYPES DETAILS

STEEL COLUMN (SEE STRUCTURAL DRAWING)
DOORS
WINDOWS AND DOOR SCHEDULE FOR ALL DOOR TYPES AND DETAILS
WINDOW
RAILING TYPE

APPLICABLE CODES:

FLORIDA BUILDING CODE 8TH EDITION (2023).

FLORIDA FIRE PREVENTION 8TH EDITION (2023)
BASED ON: NFPA FIRE CODE, 2021 EDITION & NFPA 101 LIFE SAFETY CODE, 2021 EDITION.

MIAMI DADE ZONING CODE OF ORDINANCE.

NORTH BAY VILLAGE CODE OF ORDINANCE.

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STATE OF FLORIDA · ARIEL VALDES · AR96144 · REGISTERED ARCHITECT

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PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

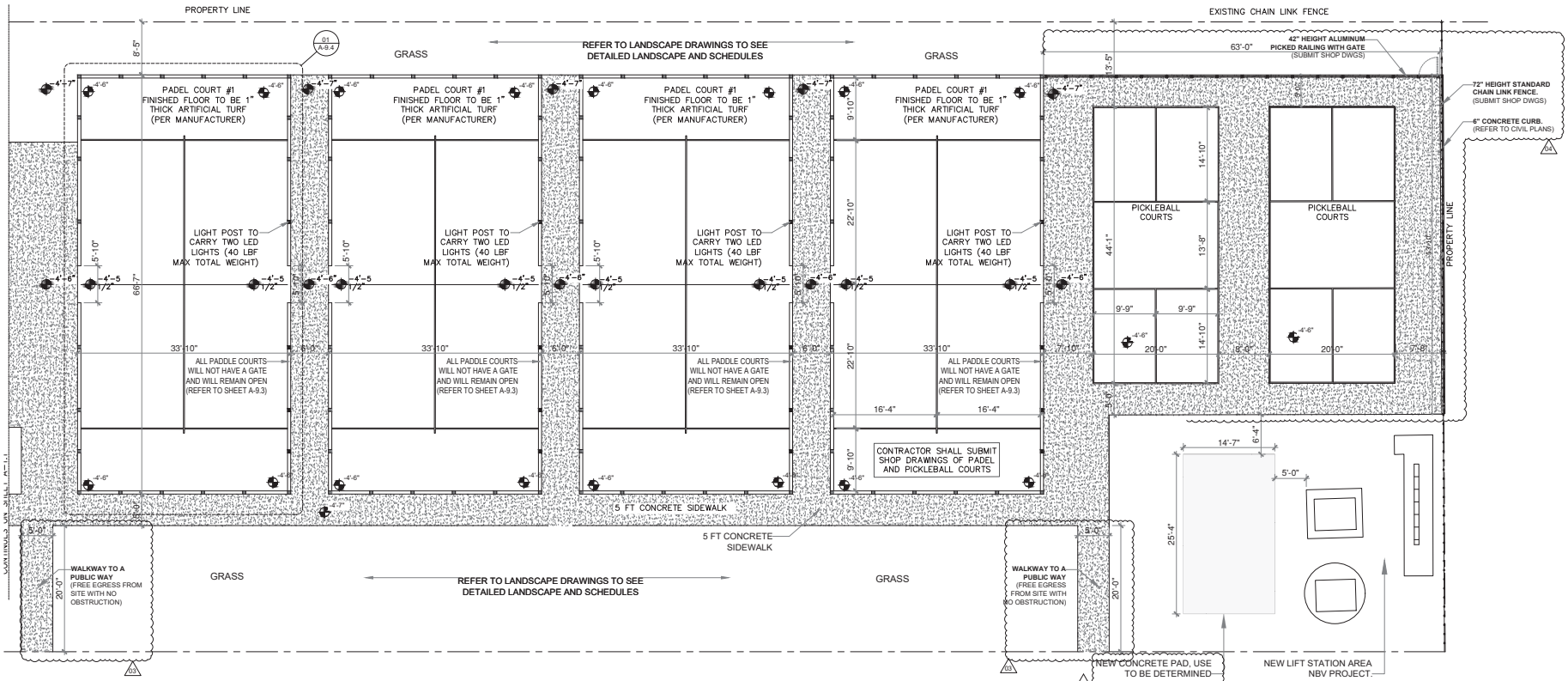
DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments

DRAWING TITLE: GROUND FLOOR PLAN

SHEET ID: **A-1.1**



01 COURTS ENLARGED SITE PLAN
Scale: 1/8" = 1'-0"

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ARIEL VALDES
AR96144
REGISTERED ARCHITECT
STATE OF FLORIDA

Florida Registration No.: AR96144

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1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

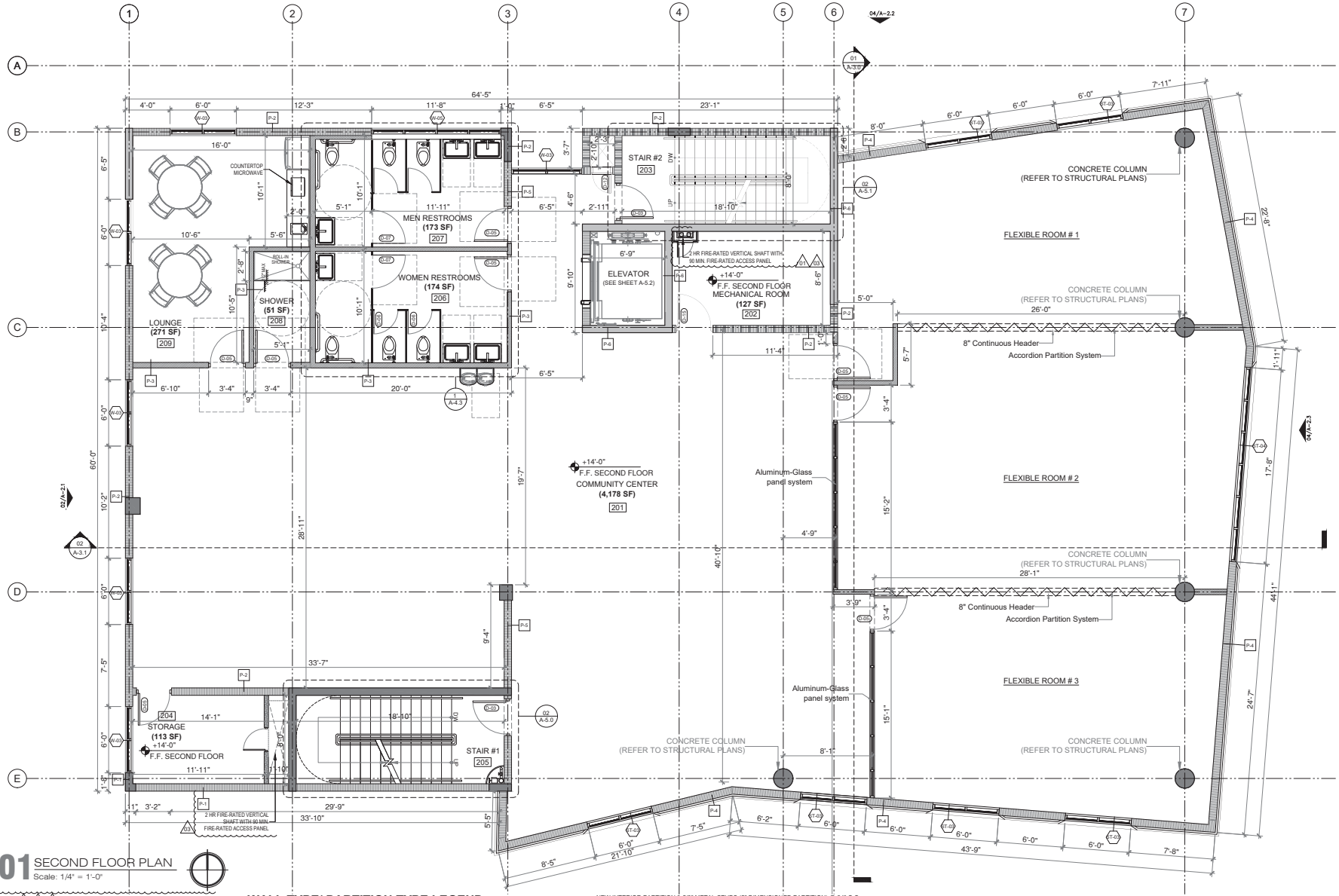
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments

DRAWING TITLE:

COURTS ENLARGED PLANS

SHEET ID:

A-1.1.1



01 SECOND FLOOR PLAN

Scale: 1/4" = 1'-0"

WALL TYPE/ PARTITION TYPE LEGEND:

NEW 8" CMU (CONCRETE MASONRY WALL)
1HR FIRE-RATED.
REFER TO WALL SECTIONS & WALL TYPES.

NEW 8" CMU (CONCRETE MASONRY WALL)
GYPSUM BOARD ATTACHED. REFER TO WALL SECTIONS & WALL TYPES.

NEW INTERIOR PARTITION 3-5/8" METAL STUDS (5" DIMENSIONED PARTITION) @ 24" O.C.
ATTACHED TO BOTTOM & TOP METAL TRACKS ⅝" GYPSUM BOARD ATTACHED TO EACH SIDE OF STUDS.

EACH WALL TYPES REPRESENTATIVE FOR THE WALL MATERIAL AND THE FIRE RATE ASSIGNED. THE FINISHED MATERIAL ON EACH SIDE OF THE WALL IT IS NOT ALWAYS REPRESENTED. SEE FINISH SCHEDULE FOR EACH ROOM FINISH MATERIAL.

WALL TYPES/ PARTITION TYPES.
WALL TYPES AND PARTITION TYPES ARE LABELED ON OVERALL FLOOR PLANS REFER TO WALL TYPES AND PARTITION TYPES DETAILS

STEEL COLUMN (SEE STRUCTURAL DRAWING)

DOORS
WINDOWS AND DOOR SCHEDULE FOR ALL DOOR TYPES AND DETAILS

WINDOW

RAILING TYPE

APPLICABLE CODES:

FLORIDA BUILDING CODE 8TH EDITION (2023).

FLORIDA FIRE PREVENTION 8TH EDITION (2023) BASED ON: NFPA FIRE CODE, 2021 EDITION & NFPA 101 LIFE SAFETY CODE, 2021 EDITION.

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Ariel Valdes, AIA
Florida Registration No: AR96144

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NORTH BAY VILLAGE,
FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO:

195

DESIGNED BY:

O. GONZALEZ / N. SANTAMARIA

DRAWN BY:

N. SANTAMARIA / A. MURGA

CHECKED BY:

A. VALDES

DATE:

07/30/2025

REVISIONS

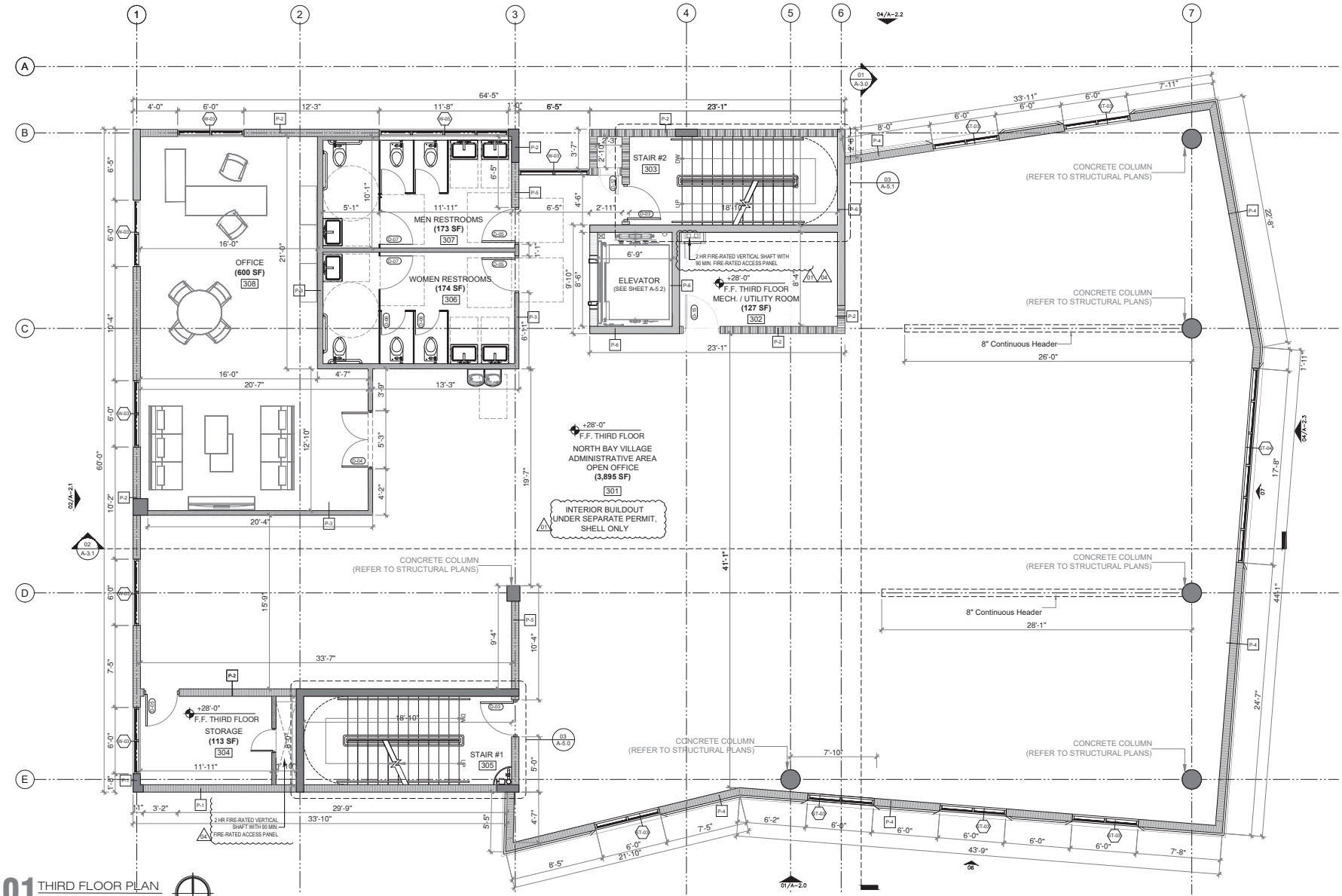
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	11.13.25 / City comments
04	12.08.25 / By the Client

DRAWING TITLE:

SECOND FLOOR PLAN

SHEET ID:

A-1.2



01 THIRD FLOOR PLAN

Scale: 1/4" = 1'-0"

WALL TYPE/ PARTITION TYPE LEGEND:

NEW 8" CMU (CONCRETE MASONRY WALL)
1HR FIRE-RATED.
REFER TO WALL SECTIONS & WALL TYPES.

NEW 8" CMU (CONCRETE MASONRY WALL)
GYPSUM BOARD ATTACHED. REFER TO WALL SECTIONS & WALL TYPES.

NEW INTERIOR PARTITION 3-5/8" METAL STUDS (5" DIMENSIONED PARTITION) @ 24" O.C.
ATTACHED TO BOTTOM & TOP METAL TRACKS ⅝" GYPSUM BOARD ATTACHED TO EACH SIDE OF STUDS.

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WALL TYPES/ PARTITION TYPES.
WALL TYPES AND PARTITION TYPES ARE LABELED ON OVERALL FLOOR PLANS REFER TO WALL TYPES AND PARTITION TYPES DETAILS

STEEL COLUMN (SEE STRUCTURAL DRAWING)

DOORS
WINDOWS AND DOOR SCHEDULE FOR ALL DOOR TYPES AND DETAILS

WINDOW

RAILING TYPE

APPLICABLE CODES:

FLORIDA BUILDING CODE 8TH EDITION (2023).

FLORIDA FIRE PREVENTION 8TH EDITION (2023) BASED ON: NFPA FIRE CODE, 2021 EDITION & NFPA 101 LIFE SAFETY CODE, 2021 EDITION.

MIAMI DADE ZONING CODE OF ORDINANCE.

NORTH BAY VILLAGE CODE OF ORDINANCE.

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NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

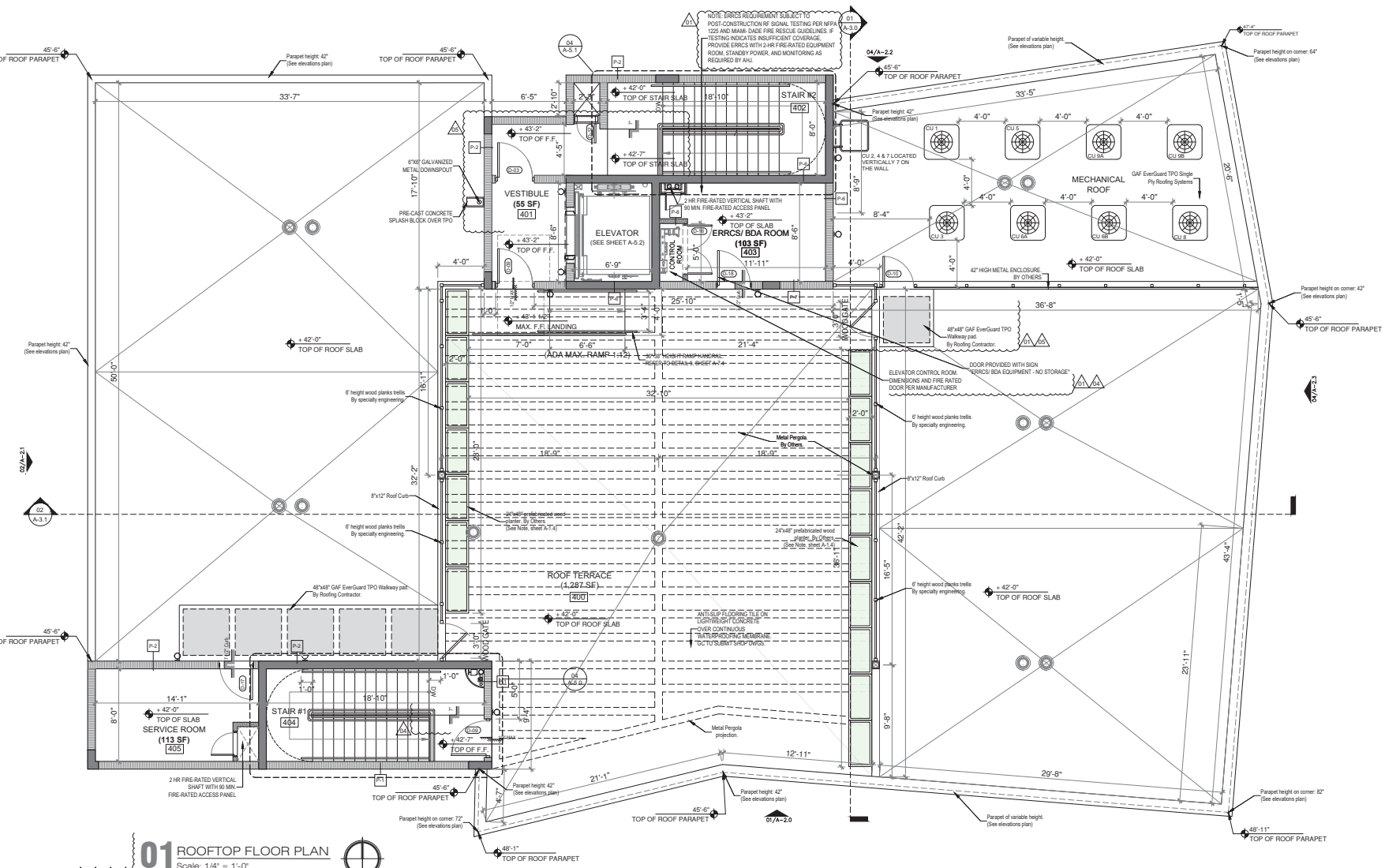
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments
05	12.08.25 / By the Client

DRAWING TITLE:

THIRD FLOOR PLAN

SHEET ID:

A-1.3



01 ROOFTOP FLOOR PLAN

Scale: 1/4" = 1'-0"

05 04 03 02

05 NOTE:
ROOFTOP PLANTERS SHALL BE ELEVATED ON NON-PENETRATING LEGS OR SUPPORTS, SET ABOVE THE ROOF WATERPROOFING SYSTEM, MAINTAINING CLEAR ACCESS TO PRIMARY AND OVERFLOW ROOF DRAINS AT ALL TIMES. NO PLANTER OR SUPPORT SHALL BLOCK, COVER OR IMPEDE DRAINAGE FLOW.

WALL TYPE/ PARTITION TYPE LEGEND:

NEW 8" CMU (CONCRETE MASONRY WALL)
1HR FIRE-RATED.
REFER TO WALL SECTIONS & WALL TYPES.

NEW 8" CMU (CONCRETE MASONRY WALL)
GYPSUM BOARD ATTACHED. REFER TO WALL SECTIONS & WALL TYPES.

NEW INTERIOR PARTITION 3-5/8" METAL STUDS (5" DIMENSIONED PARTITION) @ 24" O.C. ATTACHED TO BOTTOM & TOP METAL TRACKS ⅝" GYPSUM BOARD ATTACHED TO EACH SIDE OF STUDS.

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X WALL TYPES/ PARTITION TYPES.
WALL TYPES AND PARTITION TYPES ARE LABELED ON OVERALL FLOOR PLANS REFER TO WALL TYPES AND PARTITION TYPES DETAILS

STEEL COLUMN (SEE STRUCTURAL DRAWING)

D-C DOORS
WINDOWS AND DOOR SCHEDULE FOR ALL DOOR TYPES AND DETAILS

A WINDOW

A RAILING TYPE

APPLICABLE CODES:

FLORIDA BUILDING CODE 8TH EDITION (2023).

FLORIDA FIRE PREVENTION 8TH EDITION (2023)
BASED ON: NFPA FIRE CODE, 2021 EDITION & NFPA 101 LIFE SAFETY CODE, 2021 EDITION.

MIAMI DADE ZONING CODE OF ORDINANCE.

NORTH BAY VILLAGE CODE OF ORDINANCE.

03

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ARCHITECT OF RECORD

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Date: 2026.02.04 23:00:06 -05'00'

Ariel Valdes, AIA
Florida Registration No.: AR96144

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PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

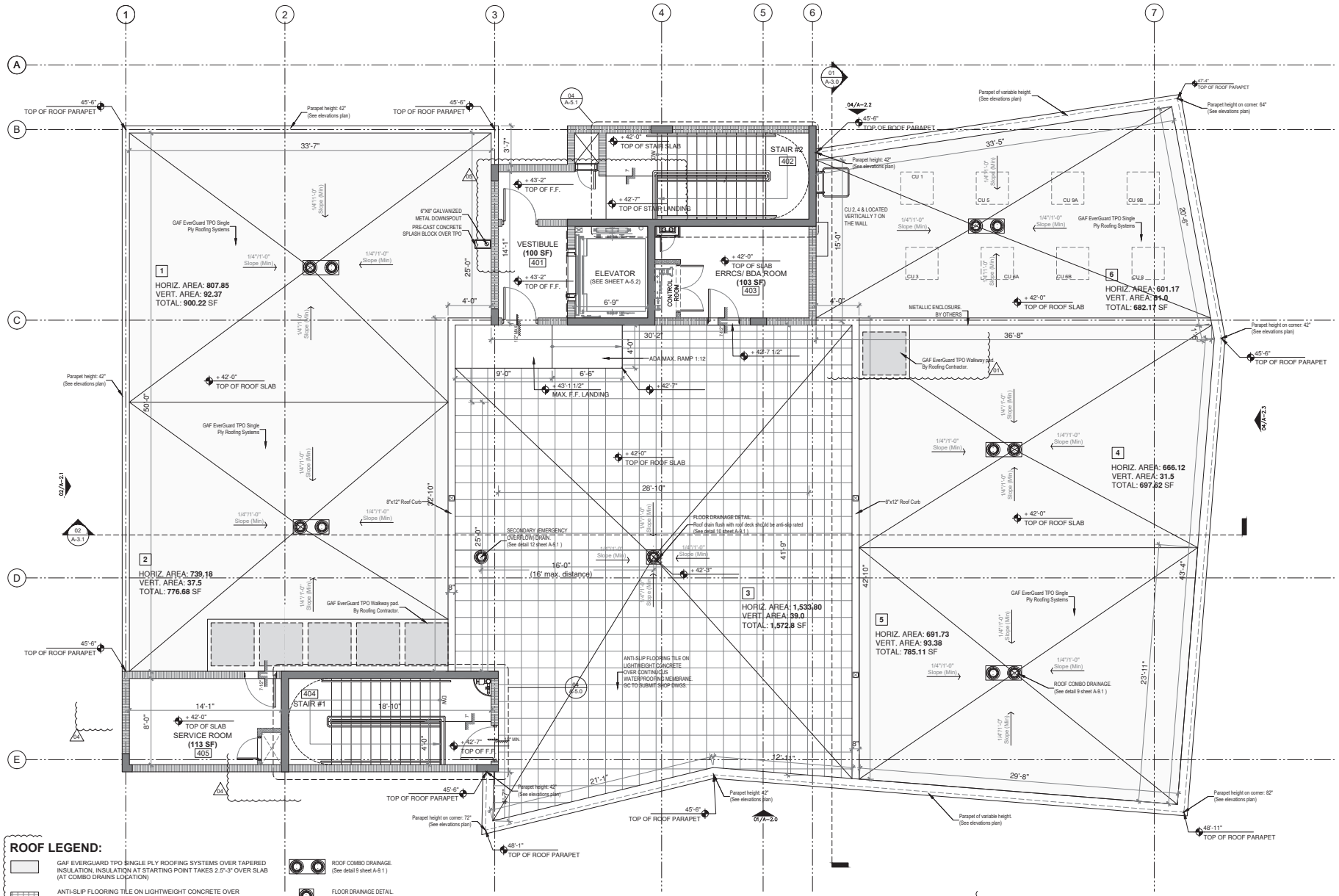
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments
05	01.26.25 / By the Client

DRAWING TITLE:

ROOFTOP FLOOR PLAN

SHEET ID:

A-1.4



ROOF LEGEND:

GAF EVERGUARD TPO SINGLE PLY ROOFING SYSTEMS OVER TAPERED INSULATION, INSULATION AT STARTING POINT TAKES 2.5"-3" OVER SLAB (AT COMBO DRAINS LOCATION)

ANTI-SLIP FLOORING TILE ON LIGHTWEIGHT CONCRETE OVER CONTINUOUS WATERPROOFING MEMBRANE. GC TO SUBMIT SHOP DWGS. DRAINAGE WILL BE BETWEEN 2.5"-3" OVER SLAB. SEE DETAIL. ASSEMBLY LAYERS AS FOLLOWS: CONCRETE SLAB+LIQUID WATERPROOFING+LIGHTWEIGHT. CONCRETE+WATERPROOFING+MORTAR+TILE. INSULATION UNDER SLAB.

ROOF COMBO DRAINAGE. (See detail 9 sheet A-9.1)

FLOOR DRAINAGE DETAIL. ROOF DRAIN FLUSH WITH ROOF DECK SHOULD BE ANTI-SLIP RATED (See detail 10 sheet A-9.1)

SECONDARY (EMERGENCY OVERFLOW) DRAIN. (See detail 11 sheet A-9.1)

01 ROOF PLAN. LEVEL +42'-0"

Scale: 1/4" = 1'-0"

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ARCHITECT OF RECORD:

ARIEL VALDES — AR96144

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Date: 2026.02.04 23:00:57 -05'00'

Ariel Valdes, AIA
License Number: AR96144

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PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

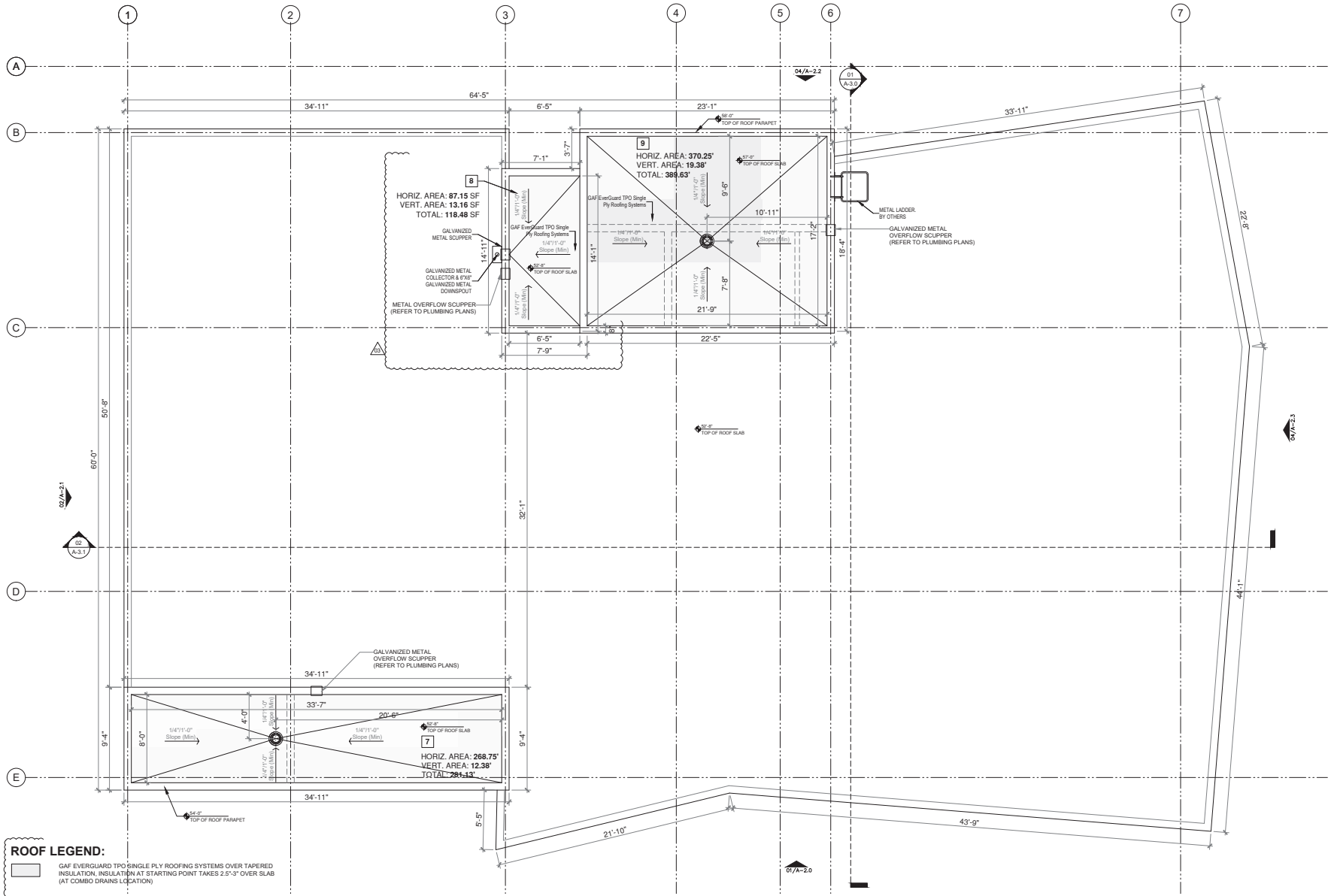
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments
05	12.08.25 / By the Client

DRAWING TITLE:

ROOF PLAN LEVEL +42'-0"

SHEET ID:

A-1.5



ROOF LEGEND:

GAF EVERGUARD TPO SINGLE PLY ROOFING SYSTEMS OVER TAPERED INSULATION, INSULATION AT STARTING POINT TAKES 2.5"-3" OVER SLAB (AT COMBO DRAINS LOCATION)

ROOF DRAIN. (See detail 11 sheet A-9.1)

01 ROOF PLAN. LEVEL + 52'-8" & +57'-0"

Scale: 1/4" = 1'-0"

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ARCHITECT OF RECORD

ARIEL VALDES AR96144 REGISTERED ARCHITECT STATE OF FLORIDA

Digitally signed by Ariel Valdes
Date: 2026.02.04 23:01:10 -05:00
Ariel Valdes, AIA
Florida License AR96144

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NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
02	09.29.25 / City comments
03	12.08.25 / By the Client

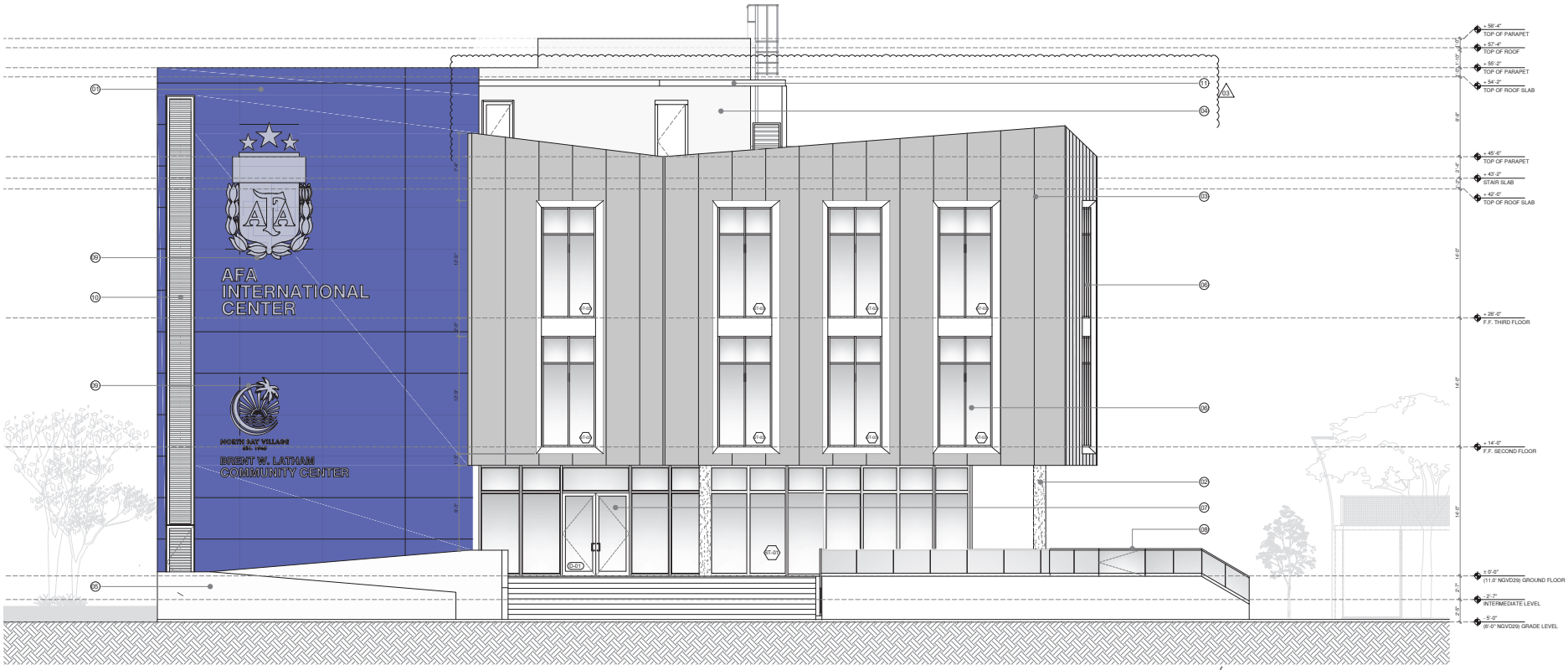
DRAWING TITLE:

ROOF PLAN

SHEET ID:

A-1.6

ELEVATION LEGEND	
MARK	KEYNOTE
1	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 6817 GENTIAL OR APPROVED EQUAL
2	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 6253 OLYMPUS WHITE OR APPROVED EQUAL
3	HWH BIO WHITE ALUCOBOND CLADDING OR APPROVED EQUAL
4	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 6254 LAZY GRAY OR APPROVED EQUAL
5	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 7064 PASSIVE OR APPROVED EQUAL
6	ALUM/GLASS HURRICANE RATED STOREFRONT SYSTEM (TYP.)
7	ALUMINUM AND GLASS HURRICANE RATED DOOR SYSTEM (TYP.)
8	EXTERIOR ALUMINUM RAILING SYSTEM
9	3D ARCHITECTURAL SIGNAGE (BY OTHERS)
10	DECORATIVE METAL TRELLIS (BY OTHERS)
11	METAL PERGOLA (BY OTHERS)



01 SOUTH ELEVATION (FRONT FACADE)
Scale: 3/16" = 1'

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Ariel Valdes, AIA
Florida License AR96144

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PROJECT NAME:

NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE,
FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	12.08.25 / By the Client

DRAWING TITLE:

SOUTH ELEVATIONS

SHEET ID:

A-2.0

ELEVATION LEGEND	
MARK	KEYNOTE
1	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 6817 GENTIAL OR APPROVED EQUAL
2	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 6253 OLYMPUS WHITE OR APPROVED EQUAL
3	HWH BIO WHITE ALUCOBOND CLADDING OR APPROVED EQUAL
4	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 6254 LAZY GRAY OR APPROVED EQUAL
5	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 7064 PASSIVE OR APPROVED EQUAL
6	ALUM/GLASS HURRICANE RATED STOREFRONT SYSTEM (TYP.)
7	ALUMINUM AND GLASS HURRICANE RATED DOOR SYSTEM (TYP.)
8	EXTERIOR ALUMINUM RAILING SYSTEM
9	3D ARCHITECTURAL SIGNAGE (BY OTHERS)
10	DECORATIVE METAL TRELLIS (BY OTHERS)
11	METAL PERGOLA (BY OTHERS)



01 WEST ELEVATION (LEFT FACADE)

Scale: 3/16" = 1"

TWO30 STUDIO ARCHITECTURE + INTERIOR DESIGN

Two30 Studio LLC.
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ARIEL VALDES AR96144 REGISTERED ARCHITECT

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FL 33141

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AFA / NORTH BAY VILLAGE

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MG3 GROUP

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DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	09.08.25 / City comments
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WEST ELEVATIONS

SHEET ID:

A-2.1

ELEVATION LEGEND	
MARK	KEYNOTE
1	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 6817 GENTIAL OR APPROVED EQUAL
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9	3D ARCHITECTURAL SIGNAGE (BY OTHERS)
10	DECORATIVE METAL TRELLIS (BY OTHERS)
11	METAL PERGOLA (BY OTHERS)



01 NORTH ELEVATION (REAR FACADE)

Scale: 3/16" = 1'

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MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

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Issue	Issue date / For
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NORTH ELEVATIONS

SHEET ID:

A-2.2

ELEVATION LEGEND	
MARK	KEYNOTE
1	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 6817 GENTIAL OR APPROVED EQUAL
2	PAINT ON SMOOTH STUCCO FINISH, SHERWIN WILLIAMS SW 6253 OLYMPUS WHITE OR APPROVED EQUAL
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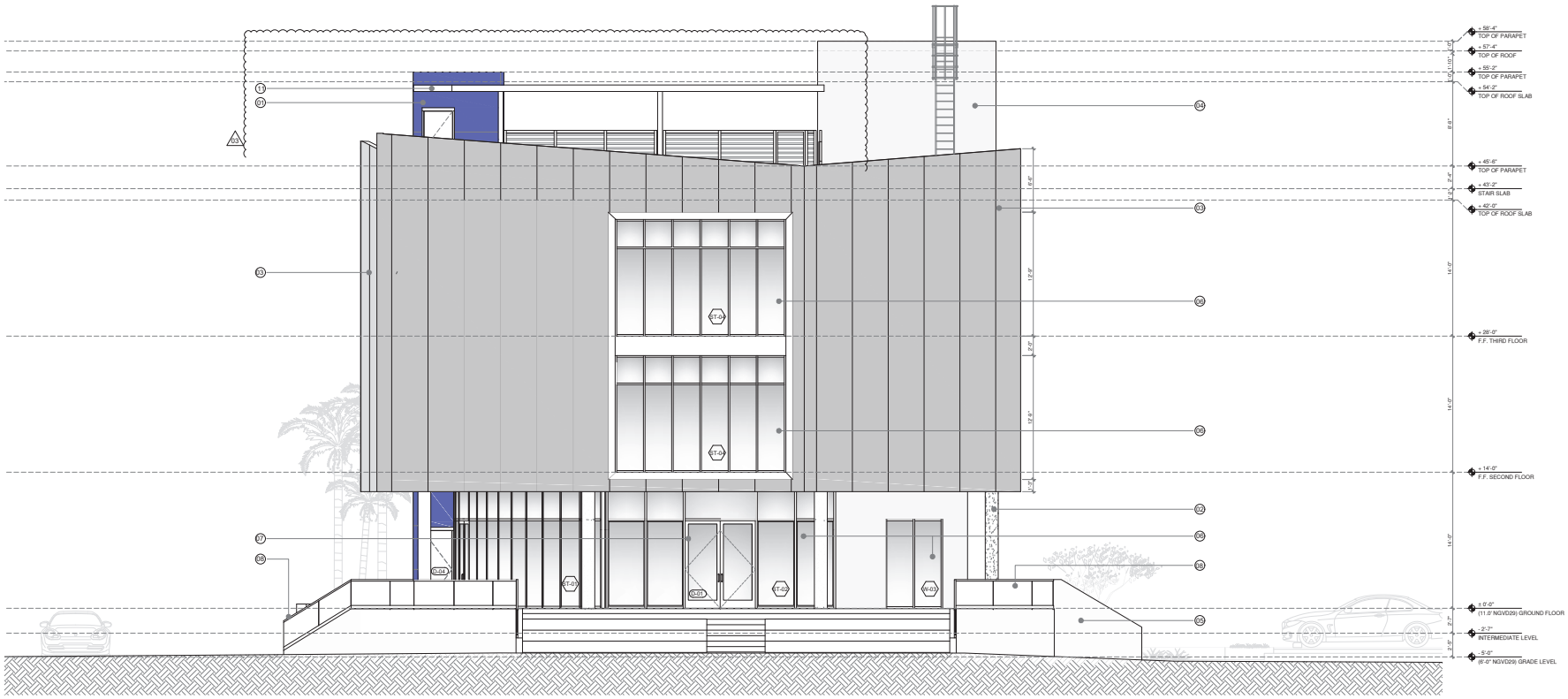

01 EAST ELEVATION (RIGHT FACADE)

Scale: 3/16" = 1'

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NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
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EAST ELEVATIONS

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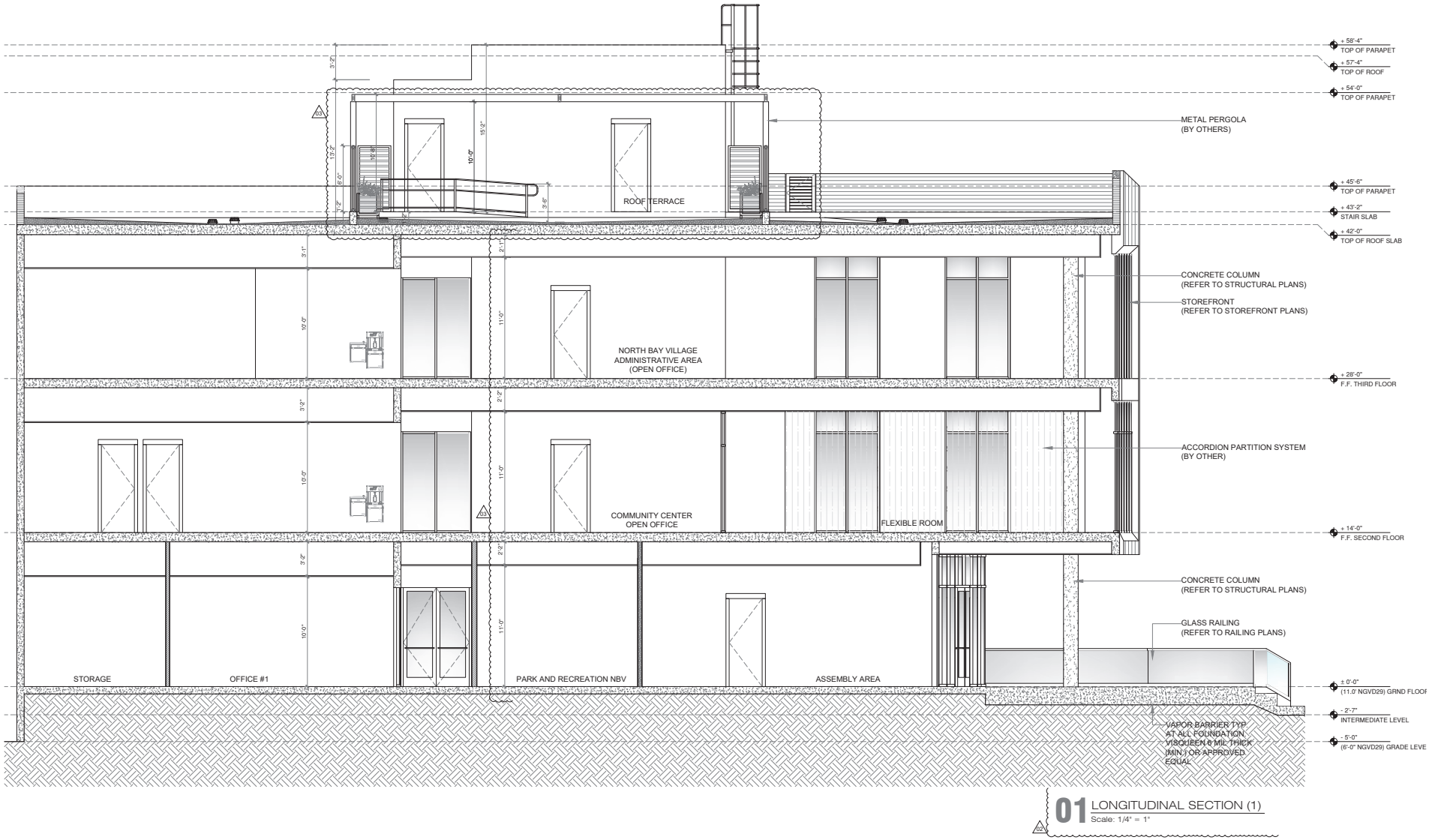

01 LONGITUDINAL SECTION (1)
Scale: 1/4" = 1"

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DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
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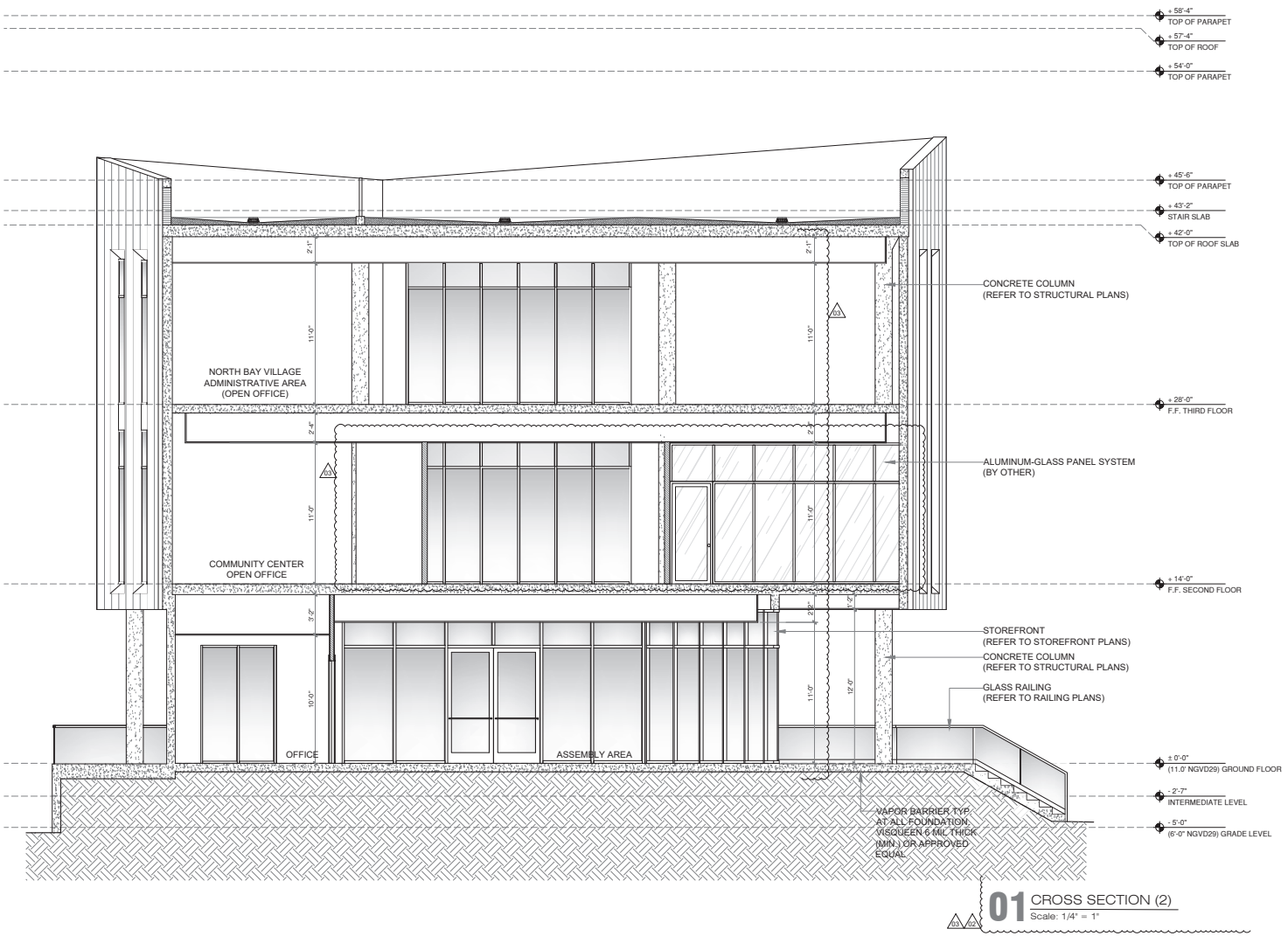
DRAWING TITLE:

LONGITUDINAL SECTION

SHEET ID:

A-3.0



01 CROSS SECTION (2)
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OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
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CROSS SECTION

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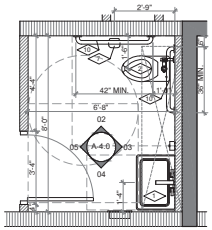
A-3.1



01 ADA RESTROOM FLOOR PLAN
Scale: 3/8" = 1'

PARTITION SUPPORT NOTES

ALL PARTITIONS SUPPORTING WALL–HUNG CABINETS OR PLUMBING FIXTURES SHALL COMPLY W/ F.B.C. 2318.1.15 2517.5.1.

F.B.C. 2318.1.15 – NON–BEARING PARTITIONS
WALL HUNG PLUMBING FIXTURES AND WALL CABINETS SHALL BE NOT LESS THAN 2X4, @ 16" O.C. MAX. OR LESS THAN 2X6 @ 24" O.C. MAX. F.B.C. 2318.1.15.1 MINIMUM 2X4 HORIZONTAL WOOD MEMBER, SECURELY FASTENED TO NOT LESS THAN TWO SUCH STUDS, SHALL BE INSTALLED FOR THE ATTACHEMENT OF EACH WALL HUNG PLUMBING FIXTURE AND/ OR CABINET.

F.B.C. 2517.5.1.1 STEEL STUDS SUPPORTING WALL PLUMBING FIXTURES SHALL BE DOUBLED OR NOT LESS THAN 20 GAUGE WITH A MINIMUN EFFECTIVE MOMENT OF INERTIA EQUAL TO 0.864 IN. (36O M).
F.B.C. 2517.5.1.2 SUCH STUDS SHALL BE RIGIDLY TOP AND BOTTON TO PREVENT SIGNIFICANT END ROTATION OR DISPLACEMENT.

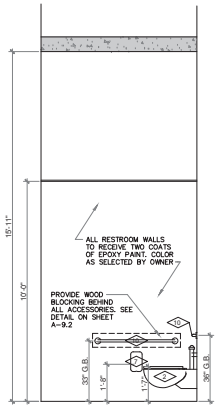
F.B.C. 2517.5.1.3 A HORIZONTAL MEMBER FASTENED TO NOT LESS THAN TWO STUDS SHALL INSTALLED FOR THE ATTACHMENT OF EACH WALL HUNG PLUMBING FIXTURE.

NOTES

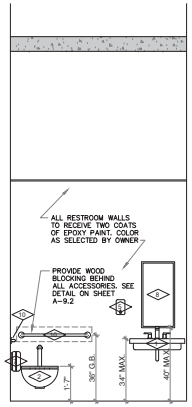
1. MOUNTING HEIGHTS OF ALL ACCESSORIES SHALL COMPLY W/ HANDICAP REQUIREMENTS.
2. PROVIDE WOOD BLOCKING FOR THE FASTENING OF ALL ACCESSORIES TO WALLS.
3. ALL RESTROOM WALLS SHALL BE PAINTED W/ TWO COATS OF EPOXY PAINT. COLOR TO BE SELECTED TENANT.
4. COLOR OF PLUMBING FIXTURES SHALL BE "WHITE".
5. PROVIDE BOLT CAPS FOR ALL TOILETS.
6. ALL SUPPLY VALVES TO LAVATORIES AND WATER CLOSETS SHALL BE CHROME PLATED WITH ESCUTCHEON PLATES AND MOUNTED ABOVE BASE.
7. PROVIDE LEVER OPERATED FAUCETS AT ALL LAVATORIES. COMPLY W/ HANDICAP STANDARDS.
8. ALL GALV. METAL STUDS IN RESTROOM WALLS SHALL BE 20 GAUGE.

HANDICAP ACCESSIBILITY AND GENERAL NOTES

1. THE DESIGN OF SPACES DEPICTED IN THESE DRAWINGS COMPLIES WITH THE ACCESSIBILITY REQUIREMENTS OF THE FLORIDA BUILDING CODE 2004 EDITION.
2. BUILDING SHALL INCLUDE AN ACCESSIBLE ROUTE FOR THE PUBLIC FROM ACCESSIBLE PARKING SPACES TO ENTRY DOORS AND INTO THE BUILDING. ALL PUBLIC AREAS ARE ACCESSIBLE AND HAVE NO LEVEL CHANGES THAN ¼".
3. ALL DOORS IN ACCESSIBLE AREAS SHALL PROVIDE A MINIMUM CLEAR OPENING OF 32" WHEN DOOR IS OPEN 90 DEGREES. (34 INCH DOOR PROVIDES MINIMUM ACCEPTABLE OPENING)
4. DOOR HARDWARE SHALL HAVE A SHAPE EASY TO GRASP WITHOUT TIGHT GRASPING, PINCHING OR TWISTING. ACCEPTABLE HARDWARE MECHANISMS ARE: LEVEL HANDLES, PUSH TYPE HARDWARE AND U–SHAPED HANDLES. SAID HARDWARE SHALL BE MOUNTED NO HIGHER THAN 48–INCHES A.F.F.
5. RESTROOMS SHALL BE PROVIDED WITH GRAB BARS AROUND WATER CLOSETS, INSTALLED ACCORDING TO THESE DRAWINGS. WATER CLOSETS SHALL BE PLACED SO AS TO ALLOW A GRAB BAR TO BE INSTALLED ABOVE AND ON SIDE OF THE FIXTURE WITH A MINIMUM CLEARANCE OF 18–INCHES FROM THE CENTER LINE OF THE WATER CLOSET TO ADJACENT WALL OR FIXTURES. CENTER OF GRAB BARS SHALL BE MOUNTED AT 33 TO 36–INCHES A.F.F. CLOSETS SHALL BE 30–INCHES IN DEPTH AND 17–INCHES TO HEIGHT A.F.F, MEASURED TO THE TOP OF THE SEAT. LAVATORIES SHALL BE MINIMUM OF 17–INCHES DEEP AND 19–INCHES WIDE. LAVATORIES SHALL PLACED WITH A MINIMUM OF 5\–INCHES BETWEEN LAVATORY AND ADJACENT WALL. FIXTURE RIM SHALL OCCUR AT A MAXIMUM HEIGHT OF 34–INCHES A.F.F. FAUCETS SHALL BE LEVER OPERATED (COMPLY WITH STANDARDS.) EXPOSED HOT WATER PIPES UNDER LAVATORIES SHALL INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER
6. COLOR OF PLUMBING FIXTURES SHALL BE "WHITE".
7. PROVIDE BOLT CAPS FOR ALL WATER CLOSETS.
8. ALL SUPPLY VALVES TO LAVATORIES AND WATER CLOSETS SHALL BE CHROME PLATED WITH ESCUTCHEON (MOUNTED ABOVE WALL BASE).
9. ALL METAL STUDS AT RESTROOM WALLS SHALL BE 20–GAUGE. METAL SUPPORTING WALL–HUNG PLUMBING FIXTURES SHALL BE RIGIDLY CONNECTED AT TOP AND BOTTOM TO PREVENT SIGNIFICANT ROTATION OR DISPLACEMENT.
10. PROVIDE WOOD BLOCKING FOR THE ATTACHMENT OF ALL ACCESSORIES TO WALLS.
11. MOUNTING HEIGHTS OF ALL ACCESSORIES SHALL COMPLY W/ HANDICAP REQUIREMENTS.
12. ALL RESTROOM WALLS SHALL RECEIVE TWO COATS OF EPOXY PAINT. COLOR AS SELECTED BY OWNER.
13. PROVIDE RESTROOM TACTILE SIGNAGE AT EACH RESTROOM BEARING THE HANDICAP SYMBOL. SIGNAGE MODEL # (ADA) SS–4 MANUFACTURED BY THE SOUTH WELL COMPANY OR EQUAL COLOR TO BE "9115A" WEATHERED GRAY WITH WHITE CORE. LETTERING STYLE : HELVETICA REGULAR.
14. DRINKING FOUNTAINS, WALL AND POST–MOUNTED CANTILEVERED UNITS, SHALL HAVE A CLEAR KNEE SPACE BETWEEN THE BOTTOM OF THE APRON THE FLOOR OF AT LEAST 27–INCHES HIGH, 30–INCHES WIDE AND 17–INCHES 19–INCHES DEEP WITH A MINIMUM CLEAR FLOOR SPACE OF 30–INCHES BY INCHES. THE SPOUT SHALL BE LOCATED AT THE FRONT OF THE UNIT OCCUR NO HIGHER THAN 36–INCHES A.F.F. (MEASURED FROM THE FINISHED FLOOR TO THE SPOUT OUTLET) AND SHALL PROVIDE A MINIMUM 4–INCH HIGH WATER FLOW.
15. LIGHT SWITCHES, ELECTRICAL RECEPTACLES AND OTHER CONTROLS SHALL BE LOCATED WITH OPERABLE COMPONENTS AT 48–INCHES MAXIMUM AND 15–INCHES MINIMUM A.F.F.



02 ADA RESTROOM ELEVATION
Scale: 3/8" = 1'



03 ADA RESTROOM ELEVATION
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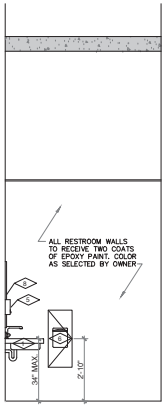

04 ADA RESTROOM ELEVATION
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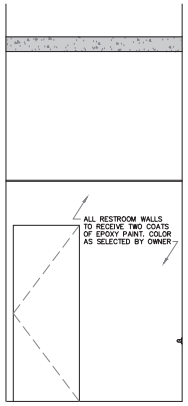
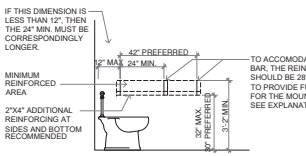


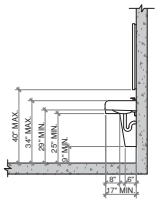
05 ADA RESTROOM ELEVATION
Scale: 3/8" = 1'

FIXTURES

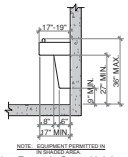
1	BATHROOM SINK
2	TOILET
3	URINAL
4	SHOWER
5	SOAP DISPENSER (WALL MOUNTED)
6	PAPER TOWEL DISPENSER / WASTE DISPOSAL
7	TOILET PAPER DISPENSER
8	MIRROR
9	URINAL DIVIDER PANEL
10	GRAB BARS (SEE PLANS EOBATION AND SIZE)
11	LOCKERS



Minimum Reinforcing To The Side Of Toilets.

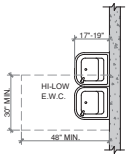


Lavatory Spout Height & Knee Clearance Detail 3/8"

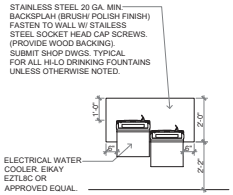


NOTE: EQUIPMENT PERMITTED IN SHADED AREA

Drinking Fountain Spout Height & Knee Clearance Detail 3/8"

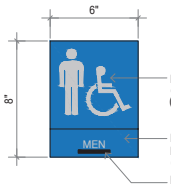


Clear Floor Space At Drinking Fountains 3/8"

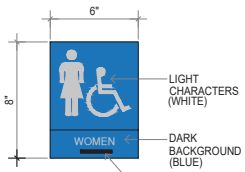


Typical Hi-Lo Backsplash Detail. 3/8"

06 RESTROOMS ADA STANDARDS
Scale: 3/8" = 1'



SIGN ELEVATION
MALE



SIGN ELEVATION
WOMEN

07 RESTROOMS SIGNAGE STANDARDS
Scale: 3" = 1'

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7655 SW 104 St Suite 230, Miami, Florida 33156
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NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO:

195

DESIGNED BY:

O. GONZALEZ / N. SANTAMARIA

DRAWN BY:

N. SANTAMARIA / A. MURGA

CHECKED BY:

A. VALDES

DATE:

06/25/2025

REVISIONS:

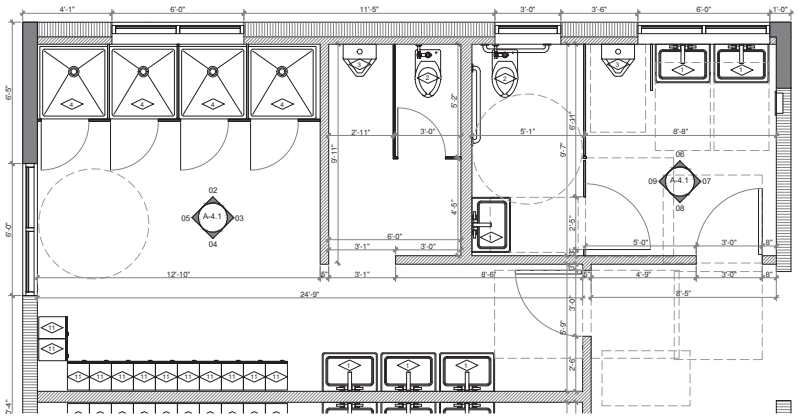
Issue — Issue date / For

DRAWING TITLE:

ADA RESTROOMS FLOOR PLAN, ELEVATIONS STANDARDS & NOTES

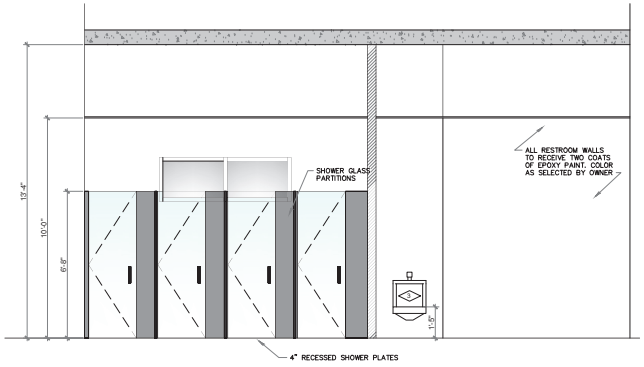
SHEET ID:

A-4.0

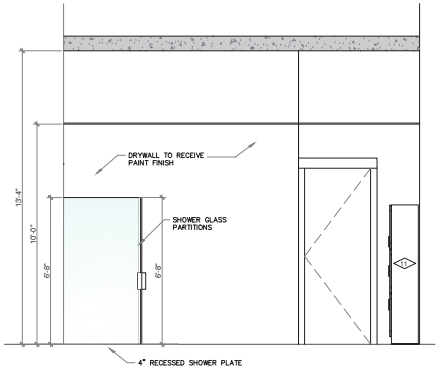


FIXTURES	
1	BATHROOM SINK
2	TOILET
3	URINAL
4	SHOWER
5	SOAP DISPENSER (WALL MOUNTED)
6	PAPER TOWEL DISPENSER / WASTE DISPOSAL
7	TOILET PAPER DISPENSER
8	MIRROR
9	URINAL DIVIDER PANEL
10	GRAB BARS (SEE PLANS FOR LOCATION AND SIZE)
11	LOCKERS

GROUND FLOOR
01 MEN RESTROOMS FLOOR PLAN
Scale: 3/8" = 1"



02 MEN LOCKER ROOM ELEVATION
Scale: 3/8" = 1"



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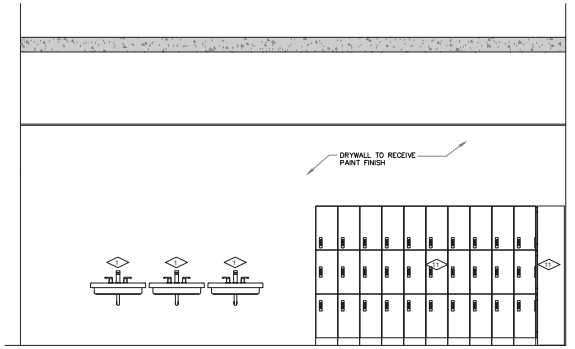
Scale: 3/8" = 1"



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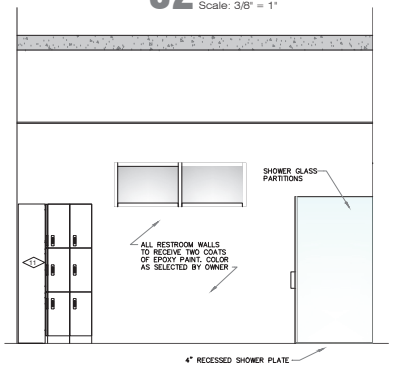

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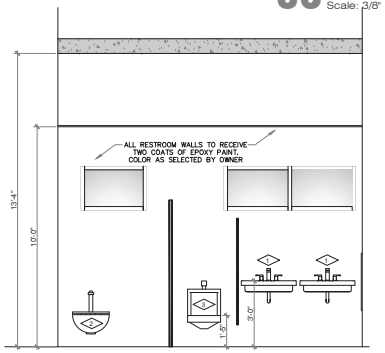

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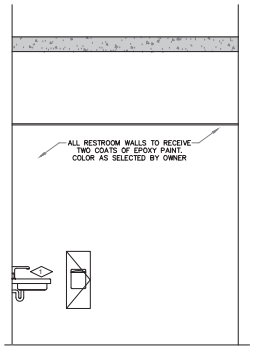

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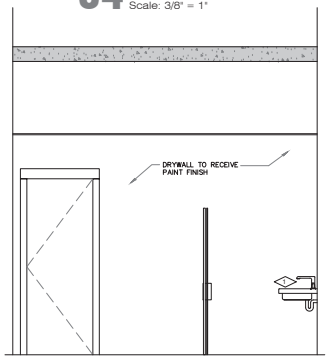
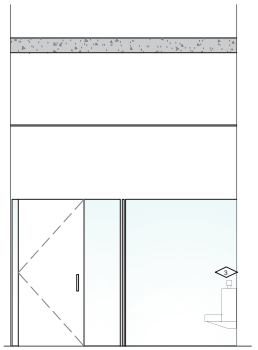


08 MEN RESTROOMS ELEVATION
Scale: 3/8" = 1"



09 MEN RESTROOMS ELEVATION
Scale: 3/8" = 1"

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NORTH BAY VILLAGE, FL 33141

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AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

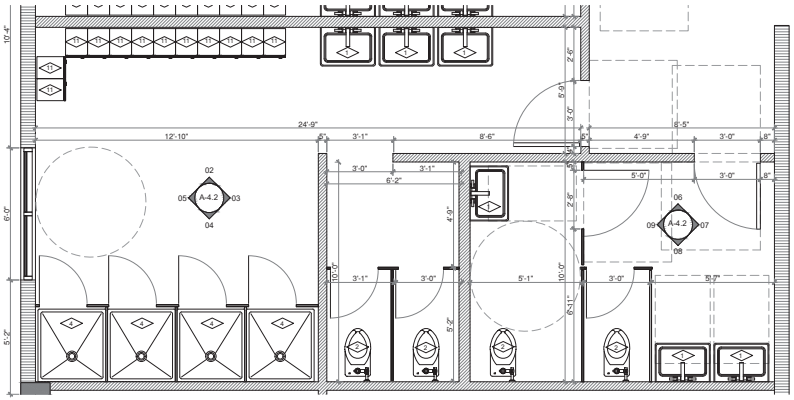
Issue	Issue date / For
01	09.08.25 / City comments

DRAWING TITLE:

ENLARGED RESTROOMS & LOCKERS FLOOR PLANS ELEVATIONS

SHEET ID:

A-4.1



FIXTURES	
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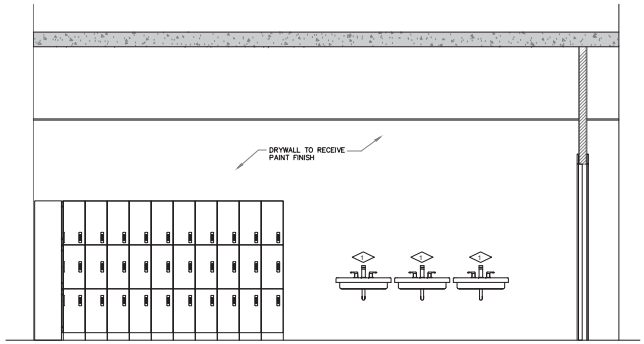
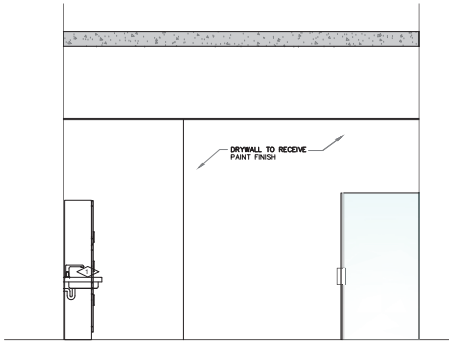
10	GRAB BARS (SEE PLANS FOR LOCATION AND SIZE)
11	LOCKERS

GROUND FLOOR
01 WOMEN RESTROOMS FLOOR PLAN
Scale: 3/8" = 1"



02 WOMEN LOCKER ROOM ELEVATION
Scale: 3/8" = 1"



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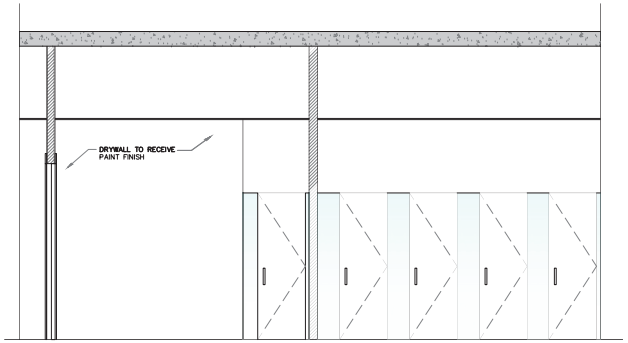

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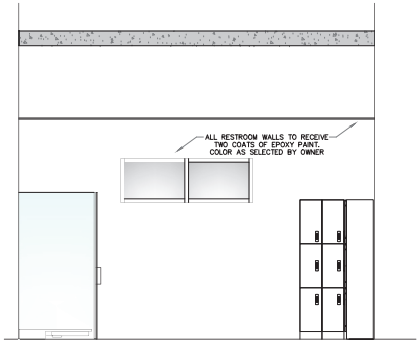

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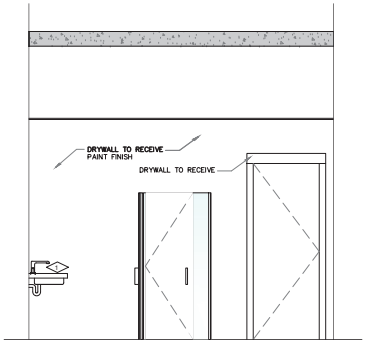

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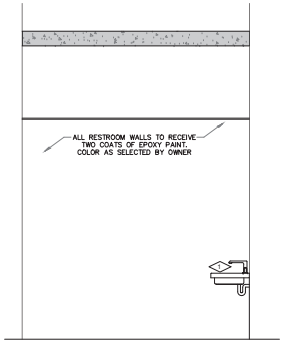

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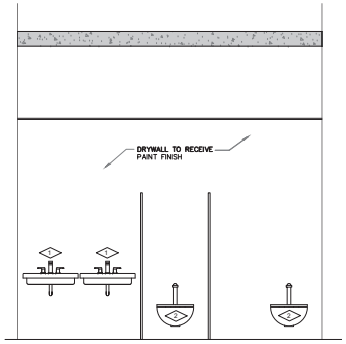
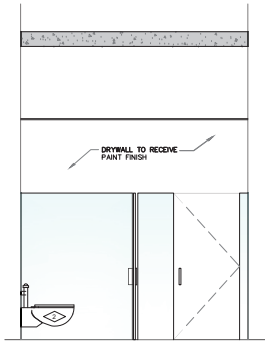


08 WOMEN RESTROOM ELEVATION
Scale: 3/8" = 1"



09 WOMEN RESTROOM ELEVATION
Scale: 3/8" = 1"

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Ariel Valdes, AIA
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OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

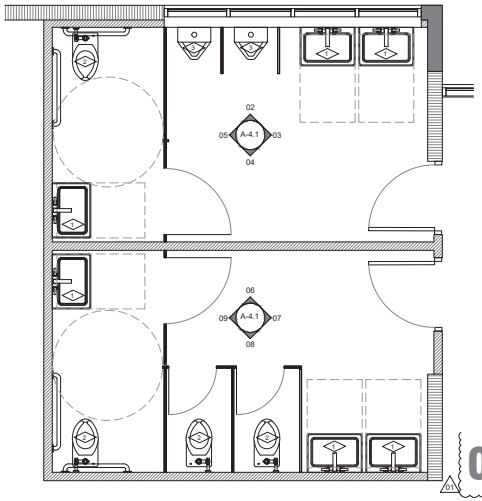
Issue	Issue date / For
01	09.08.25 / City comments

DRAWING TITLE:

ENLARGED RESTROOM & LOCKERS FLOOR PLANS ELEVATIONS

SHEET ID:

A-4.2



FIXTURES	
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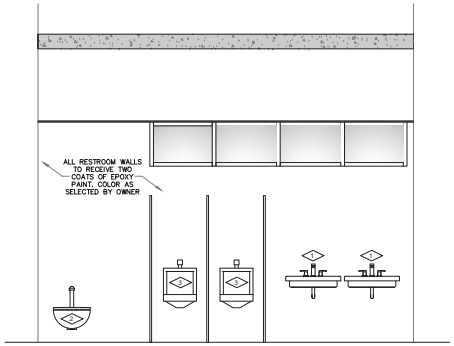
9	URINAL DIVIDER PANEL
10	GRAB BARS (SEE PLANS FOR LOCATION AND SIZE)
11	LOCKERS

01 SECOND FLOOR WOMEN RESTROOMS FLOOR PLAN
Scale: 3/8" = 1"



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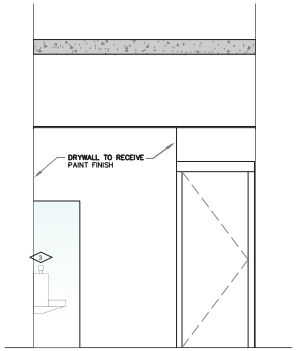

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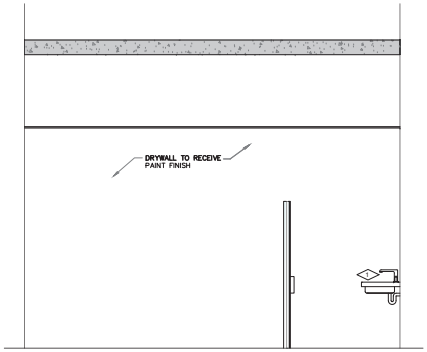

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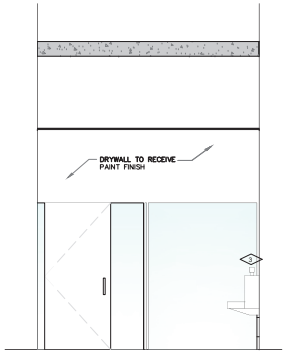
Scale: 3/8" = 1"



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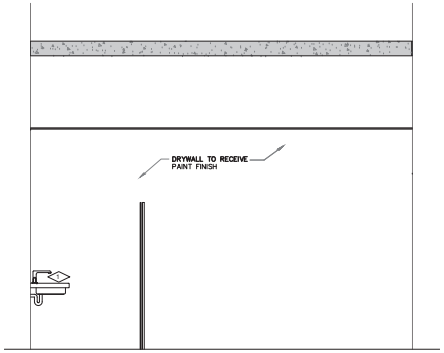

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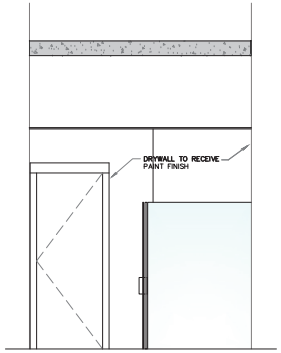

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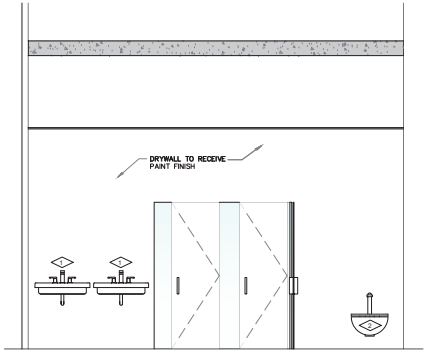

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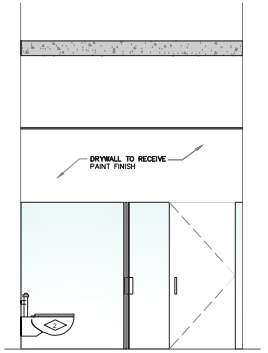

09 WOMEN RESTROOM ELEVATION
Scale: 3/8" = 1"

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MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

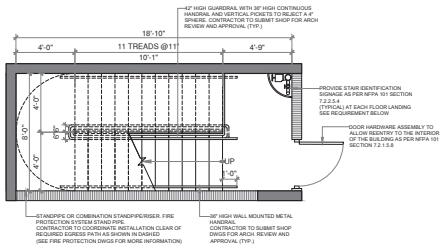
Issue	Issue date / For
01	09.08.25 / City comments

DRAWING TITLE:

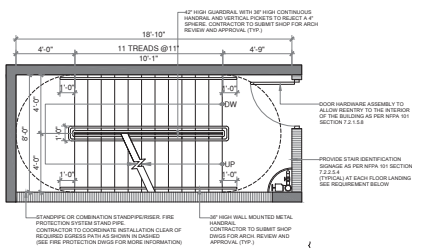
ENLARGED RESTROOM FLOOR PLANS ELEVATIONS

SHEET ID:

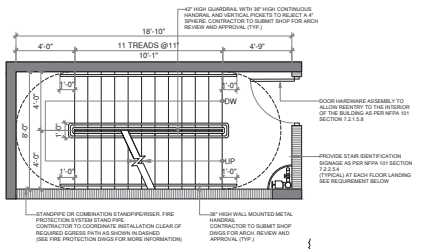
A-4.3



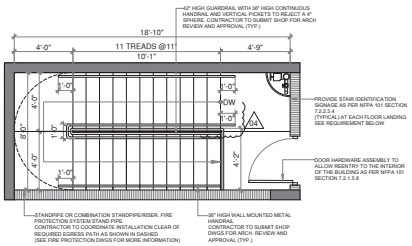
01 STAIR 1 - GROUND FLOOR
Scale: 1/4" = 1'



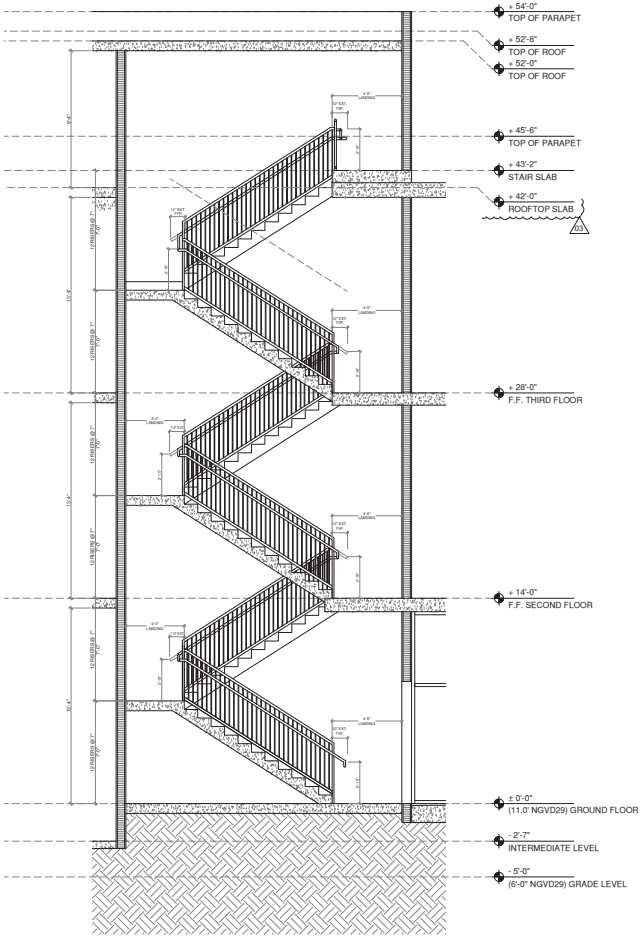
02 STAIR 1 - SECOND FLOOR
Scale: 1/4" = 1'



03 STAIR 1 - THIRD FLOOR
Scale: 1/4" = 1'



04 STAIR 1 - ROOFTOP FLOOR
Scale: 1/4" = 1'



05 STAIR 1 - SECTION
Scale: 1/4" = 1'

EGRESS STAIR NOTES

A. THE STAIR, THE FLOOR LEVEL OF THE LANDING, WHERE THE STAIR TERMINATES AT THE TOP OR BOTTOM.
B. SIGNAGE TO IDENTIFY THE STORY OF, AND THE DIRECTION TO, EXIT DISCHARGE (SEE DIAGRAM 1 BELOW)
C. SIGN MUST BE READILY VISIBLE WHETHER THE DOOR IS IN THE OPEN OR CLOSED POSITION.
D. FLOOR NUMERALS SHALL BE A MINIMUM OF 1 ½" HIGH.
E. THE SIGN MOUNTING HEIGHT SHALL BE 5'-0" FROM FINISH FLOOR TO THE BOTTOM OF THE SIGN.
F. STENCILING THE ABOVE REQUIREMENT IS ACCEPTABLE.
G. SIGNAGE MUST APPEAR ON EVERY DOOR WHICH HAS EQUIPMENT THAT SERVICES SUPPORTS THE MAINTENANCE OF BUILDING AS WELL AS COMPLY WITH ANY AND ALL ~~CODE OBLIGATIONS~~
H. NO PENETRATION IN STAIR ENCLOSURES PER FFPC 101.7.1.3.2

FOR EXAMPLE:
1. METER ROOM, GENERATOR ROOM, PUMP ROOM, MAIL ROOM, ELECTRICAL EQUIPMENT ROOM, HVAC ROOM, LINEN ROOM, SWITCH GEAR ROOM, ELEVATOR ROOM, ETC.
2. LOCKS SHALL NOT REQUIRE THE USE OF A KEY, TOOL OR SPECIAL KNOWLEDGE OR EFFORT FOR OPERATION FROM THE EGRESS SIDE, NFPA 101 7.2.1.5.2.
3. WHERE DOORS ARE REQUIRED, EVERY STAIR ENCLOSURE DOOR SHALL ALLOW REENTRY FROM THE STAIR ENCLOSURE TO THE INTERIOR OF THE BUILDINGS, OR AN AUTOMATIC RELEASE SHALL SHALL BE PROVIDED TO UNLOCK ALL STAIR ENCLOSURE DOORS TO ALLOW REENTRY, SUCH AUTOMATIC RELEASE SHALL BE ACTUATED WITH THE INITIATION OF THE BUILDING FIRE ALARM SYSTEM AS PER NFPA 101 5-2.1.5.2.
4. ALL TREADS TO BE 11" W/ 1" NOSING (TYP)
5. SEE SHEET A-7.4 FOR HANDRAIL DETAILS.
6. ALL RAILS AT WALLS OR GUARDS SHALL HAVE A MIN. OF 1-1/2" CLEAR BETWEEN RAIL AND WALL OR GUARD.

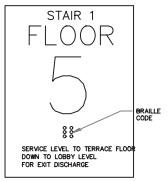


DIAGRAM 1

ALL ADA SIGNAGE TO COMPLY WITH F.A.C. SECTION 4.30 FOR HEIGHT, CONTRAST AND DIMENSIONS. SIGNAGE CONTRACTOR TO SUBMIT SHOP DWGS FOR ARCHITECT'S APPROVAL.
"BOTTOM OF SIGN TO BE 5'-0" A.F.F.

EGRESS DOOR NOTE
NFPA 101 7.2.1.5.9 LATCH OR OTHER FASTENING DEVICE ON A DOOR SHALL BE PROVIDED WITH A RELEASING DEVICE THAT HAS AN OBVIOUS METHOD OPERATION AND THAT IS READILY OPERATED UNDER ALL LIGHTING CONDITIONS.
A 7.2.1.5.9 EXAMPLES OF DEVICES THAT MIGHT BE ARRANGED TO RELEASE LATCHES INCLUDE KNOBS, LEVERS AND BARS. THIS REQUIREMENTS IS PERMITTED TO BE SATISFIED BY THE USE OF CONVENTIONAL TYPES OF HARDWARE, WHEREBY THE DOOR IS RELEASED BY TURNING A LEVER, KNOB, HANDLE OR PUSH BAR.
7.2.1.5.9.2 THE RELEASING MECHANISM SHALL OPEN THE DOOR WITH MORE THAN ONE RELEASING OPERATION.
MORE THAN ONE RELEASING OPERATION. MUST COMPLY WITH FBC 1009, 1010 & 1011.

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Date: 2026.02.04 23:29:01 -05'00'

Ariel Valdes, AIA
Florida Registration No.: AR96144

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PROJECT NAME:

NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195
DESIGNED BY: O. GONZALEZ / N. SANTAMARIA
DRAWN BY: N. SANTAMARIA / A. MURGA
CHECKED BY: A. VALDES
DATE: 07/30/2025

REVISIONS

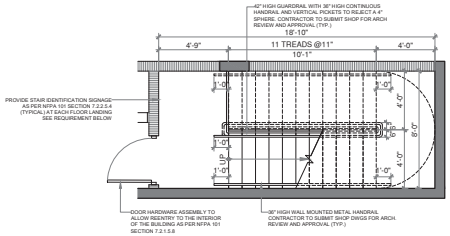
Issue	Issue date / For
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments

DRAWING TITLE:

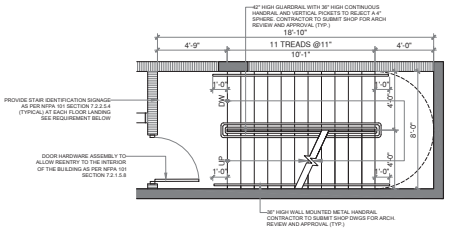
STAIR #1 FLOOR PLANS SECTION

SHEET ID:

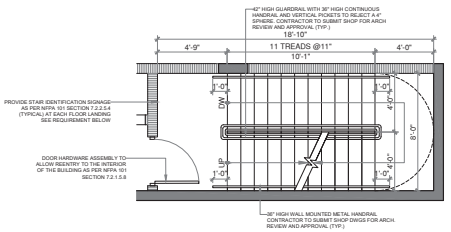
A-5.0



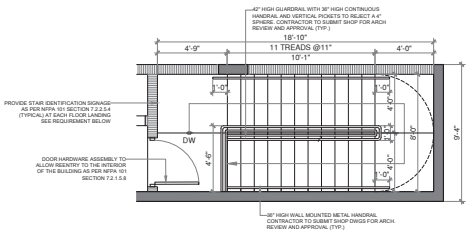
01 STAIR 2 - GROUND FLOOR
Scale: 1/4" = 1'



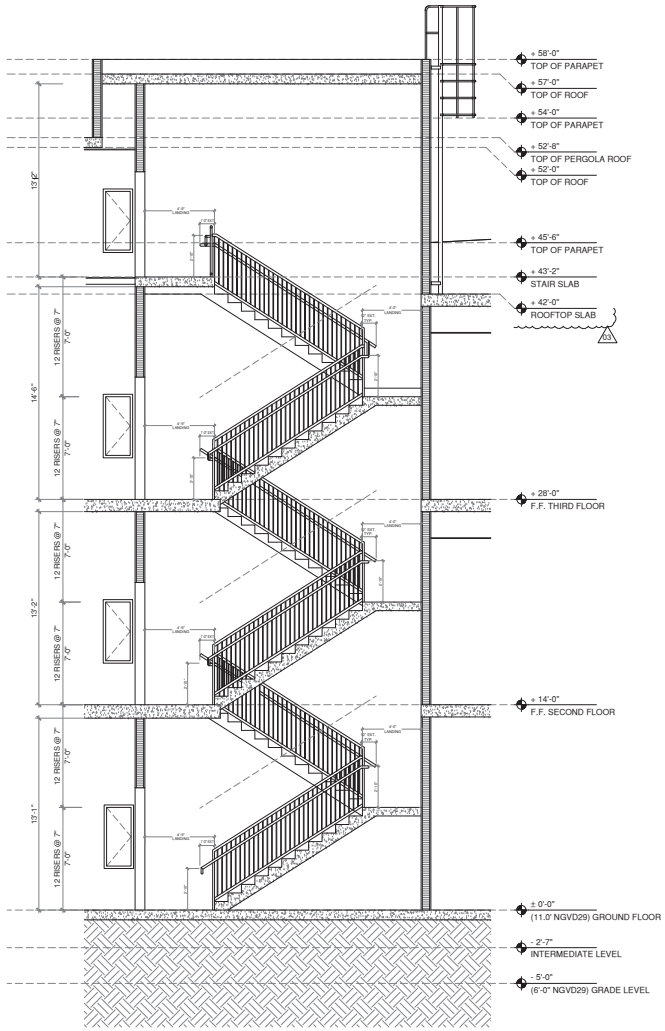
02 STAIR 2 - SECOND FLOOR
Scale: 1/4" = 1'



03 STAIR 2 - THIRD FLOOR
Scale: 1/4" = 1'



04 STAIR 2 -ROOFTOP FLOOR
Scale: 1/4" = 1'



05 STAIR 2 - SECTION
Scale: 1/4" = 1'

EGRESS STAIR NOTES

A. THE STAIR, THE FLOOR LEVEL OF THE LANDING, WHERE THE STAIR TERMINATES AT THE TOP OR BOTTOM.
B. SIGNAGE TO IDENTIFY THE STORY OF, AND THE DIRECTION TO, EXIT DISCHARGE (SEE DIAGRAM 1 BELOW)
C. SIGN MUST BE READILY VISIBLE WHETHER THE DOOR IS IN THE OPEN OR CLOSED POSITION.
D. FLOOR NUMERALS SHALL BE A MINIMUM OF 1 ½" HIGH.
E. THE SIGN MOUNTING HEIGHT SHALL BE 5'-0" FROM FINISH FLOOR TO THE BOTTOM OF THE SIGN.
F. STENCILING THE ABOVE REQUIREMENT IS ACCEPTABLE.
G. SIGNAGE MUST APPEAR ON EVERY DOOR WHICH HAS EQUIPMENT THAT SERVICES SUPPORTS THE MAINTENANCE OF BUILDING AS WELL AS COMPLY WITH ANY AND ALL CODE OR LOCATIONS.
H. NO PENETRATION IN STAIR ENCLOSURES PER FFPC 101:7.1.3.2 (02)

FOR EXAMPLE:
1. METER ROOM, GENERATOR ROOM, PUMP ROOM, MAIL ROOM, ELECTRICAL EQUIPMENT ROOM, HVAC ROOM, LINEN ROOM, SWITCH GEAR ROOM, ELEVATOR ROOM, ETC.
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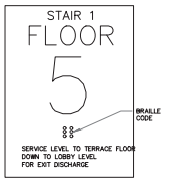

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ARCHITECT'S SEAL
STATE OF FLORIDA
AR96144
REGISTERED ARCHITECT

Digitally signed by Ariel Valdes
Date: 2026.02.04 23:30:07 -05'00'

ARCHITECT OF RECORD: ARIEL VALDES AR96144
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AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:
MG3 GROUP

PROJECT NO.: 195
DESIGNED BY: O. GONZALEZ / N. SANTAMARIA
DRAWN BY: N. SANTAMARIA / A. MURGA
CHECKED BY: A. VALDES
DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
02	09.29.25 / City comments
03	10.31.25 / City comments

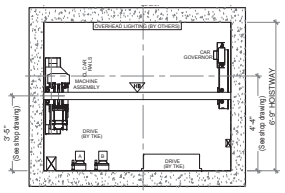
DRAWING TITLE:
STAIR #2 FLOOR PLANS SECTION

SHEET ID:
A-5.1

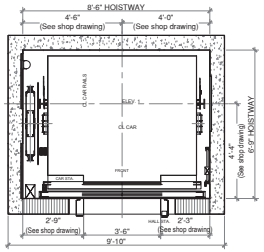
812

TK 3500 FR CO NS
TRACTION ELEVATOR

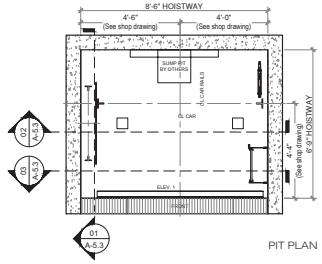
TYPE: PASSENGER
CLASS: DESIGNED FOR CLASS "A" FREIGHT LOADING
STANDARD SPEED: 150 fpm (0.5, 0.75 m/s) 4 OPENINGS
TRAVEL: 43'-2"
FRONT OPENING SINGLE-SPEED CENTER OPENING (SSCO)
CAPACITY: 3500 lbs
DOOR HEIGHT: 84 INCHES
DOOR WIDTH: 36 INCHES
CONTROL: SELECTIVE CONTROL
INTERIOR: STAINLESS STEEL



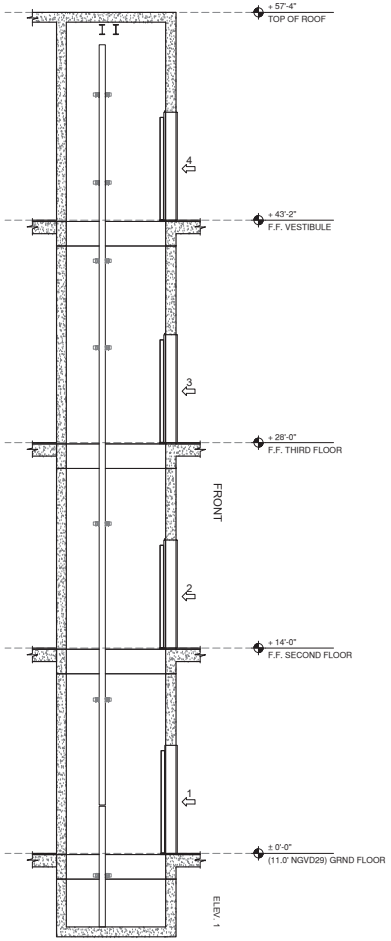
OVERHEAD PLAN

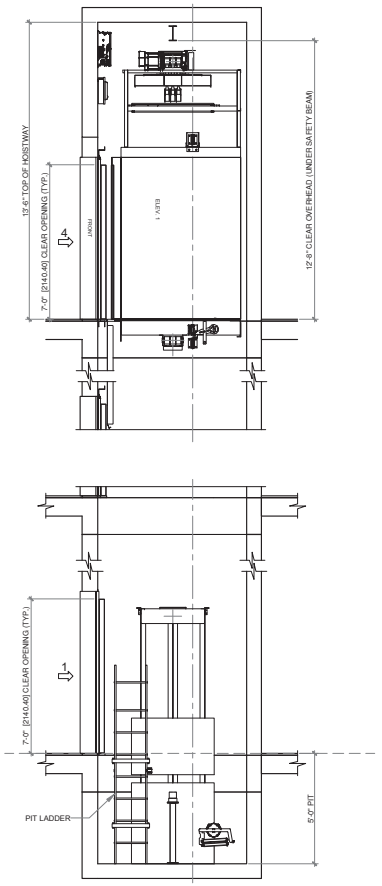


HOISTWAY PLAN



PIT PLAN





01 ELEVATOR ENLARGED PLAN
Scale: 3/8" = 1"

02 ELEVATOR SECTION
Scale: 1/4" = 1"

03 ENLARGED ELEVATOR SECTIONS
Scale: 3/8" = 1"

ELEVATOR GENERAL NOTES

PREPARATORY WORK BY OTHERS: THE CUSTOMER OR CUSTOMER'S CONTRACTOR, SHALL BE RESPONSIBLE FOR FOLLOWING CONDITIONS PRIOR TO THE COMMENCEMENT OF WORK AT NO COST TO KONE, INC LOCAL CODES SHALL PREVAIL WHEN APPLICABLE.

1. PROVIDE A CLEAR, PLUMB HOISTWAY OF THE SIZE SHOWN ON THE FINAL KONE LAYOUT. VARIATIONS MUST NOT EXCEED 1", (TOLERANCE= -0" + 1")
2. PROVIDE ADEQUATE SUPPORT FOR GUIDE RAIL BRACKETS (INCLUDING DIVIDER BEAMS FOR MULTIPLE ELEVATORS IN A COMMON HOISTWAY) FROM PIT FLOOR TO THE TOP OF THE HOISTWAY AND NOT SPANNING FURTHER THAN ALLOWED BY THE GOVERNING CODE AUTHORITY. FIREPROOFING SHALL BE AFTER INSTALLATION OF ELEVATOR BRACKETS.
3. HOISTWAY VENTILATION SHALL BE PROVIDED PER CODE REQUIREMENTS.
4. PROJECTIONS REQUIRING BEVELING IN ACCORDANCE WITH CODE REQUIREMENTS SHALL BE BEVELED AT AN ANGLE NOT LESS THAN 75 DEGREES FROM THE HORIZONTAL.
5. PROVIDE REMOVABLE, OSHA COMPLIANT BARRICADES AROUND ALL HOISTWAY OPENINGS AND BETWEEN ELEVATORS INSIDE OF THE HOISTWAY AS REQUIRED. PROVIDE TWO LIFELINE ATTACHMENTS AT THE TOP, FRONT OF THE HOISTWAY.
6. ARRANGE FOR ALL BLOCK OUT / CUTOUT OF OPENINGS TO INSTALL HALL PUSHBUTTONS, SIGNAL FIXTURES, AND HATCH DUCT.
7. PROVIDE A DRY PIT REINFORCED TO SUSTAIN VERTICAL FORCE FROM RAILS AND BUFFERS. REFERENCE THE REACTION LOAD TABLES FOR VERTICAL FORCES. SUMPS AND / OR (WHERE PERMITTED) LOCATED WITHIN THE PIT MAY NOT INTERFERE WITH THE ELEVATOR EQUIPMENT.
8. PROVIDE SUITABLE LIGHTING FOR THE MACHINE SPACE WITH A LIGHT SWITCH LOCATED IN THE HOISTWAY. PROVIDE A LIGHT FIXTURE AND A SEPARATE GFCI PROTECTED DUPLEX CONVENIENCE OUTLET IN THE ELEVATOR PIT.
9. ENTRANCE WALLS ARE TO BE LEFT OPEN UNTIL THE ELEVATOR EQUIPMENT IS INSTALLED. ADEQUATE SUPPORT FOR ENTRANCE ATTACHMENT POINTS IS REQUIRED AT ALL LANDINGS. ALL FINISHED FLOORING AND GROUTING IS TO BE INSTALLED AFTER THE ENTRANCE FRAMES ARE INSTALLED.
10. A PIT LADDER IS SUPPLIED BY KONE UNLESS OTHERWISE NOTED ON THE LAYOUT DRAWING. LOCATE AND INSTALL PER KONE FINAL LAYOUT DRAWINGS.
11. AN I-BEAM AND SAFETY LINE BEAM, PROVIDED BY KONE, MUST BE INSTALLED IN THE ELEVATOR HOISTWAY OVERHEAD PER THE KONE FINAL LAYOUT DRAWING. WHERE AN ELEVATOR HAS BOTH A FRONT AND REAR OPENING, TWO SAFETY LINE BEAMS ARE REQUIRED.
12. FOR PROPER EQUIPMENT OPERATION, THE MACHINE SPACE AT TOP OF THE HOISTWAY MUST BE PROPERLY VENTED PER CODE REQUIREMENTS. MAX ALLOWED HUMIDITY IS 95% NON-CONDENSING. HOISTWAY MUST MAINTAIN A TEMPERATURE BETWEEN 41 F AND 104 F.
13. THE ACCESS DOOR TO THE CONTROL SPACE OR THE CONTROL ROOM MUST BE SECURED AGAINST UNAUTHORIZED ACCESS. IT SHALL BE SELF-LOCKING AND SELF-CLOSING.
14. PROVIDE A 15-AMP 120V AC SERVICE WITH GROUND (VIA EMERGENCY LIGHT SUPPLY IF AVAIABLE) CONNECTED TO EACH TO EACH CONTROL CABINET FOR LIGHTING AND FAN. PROVIDE DEDICATED ANALOG PHONE LINE TERMINATING AT THE ELEVATOR CONTROL CABINET.
15. FOR CONTROL SPACES LOCATED REMOTELY FROM THE ELEVATOR HOISTWAY, PROVIDE A GOVERNOR ACCESS DOOR OF SIZE AND LOCATION PER KONE FINAL LAYOUT DRAWINGS. THE ACCESS DOOR SHALL BE SECURED AGAINST UNAUTHORIZED ACCESS.
16. FOR INTEGRATED CONTROL SPACE LOCATED IN SEISMIC AREA, PROVIDE A SEISMIC SWITCH ACCESS DOOR OF SIZE AND LOCATION PER KONE FINAL LAYOUT DRAWINGS. THE ACCESS DOOR SHALL BE SECURED AGAINST UNAUTHORIZED ACCESS.
17. PROVIDE A SUITABLE WORKING ENVIRONMENT INCLUDING ADEQUATE ACCESS TO THE BUILDING, PROPER LIGHTING IN ALL AREAS, CLEAN AND SAFE STORAGE ADJACENT TO DE HOISTWAY, PROPERLY INSTALLED TEMPORARY SINGLE AND THREE-PHASE POWER, AND SUFFICIENT ON-SITE REFUSE CONTAINERS FOR THE DISPOSAL OF ELEVATOR PACKING MATERIALS.
18. THIS DRAWING MUST BE REVIEWED AND APPROVED BY A LICENSED PROFESSIONAL TO ENSURE COMPLIANCE WITH LOCAL BUILDING CODES.
19. THESE DRAWINGS ARE FOR INFORMATION PURPOSES ONLY AND MUST NOT BE USED FOR CONSTRUCTION PURPOSES. FULLY DETAILED CONSTRUCTION DRAWINGS ARE AVAILABLE FROM THE PRODUCT MANUFACTURER.

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Date: 2026.02.05 23:31:35 -05'00'

Ariel Valdes, AIA
Florida Registration No.: AR96144

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DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

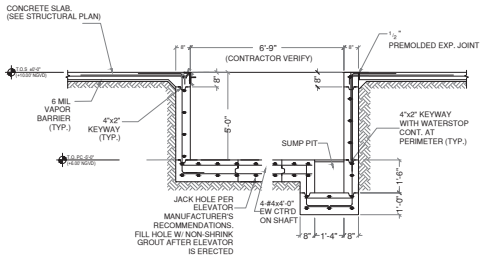
Issue	Issue date / For
01	09.08.25 / City comments

DRAWING TITLE:

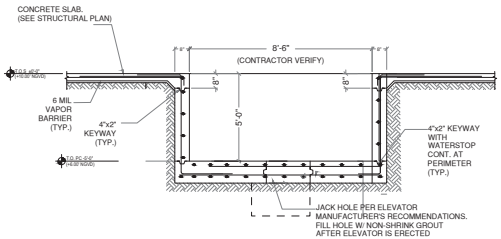
ELEVATOR DETAILS

SHEET ID:

A-5.2



01 ELEVATOR PIT SECTION
Scale:1/4" = 1"



02 ELEVATOR PIT SECTION
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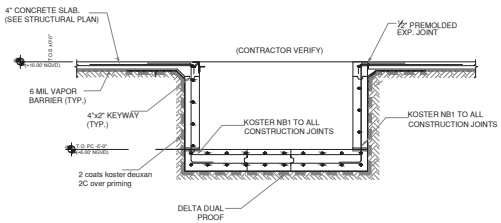
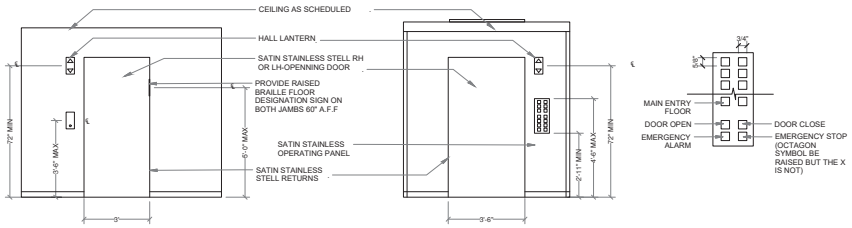


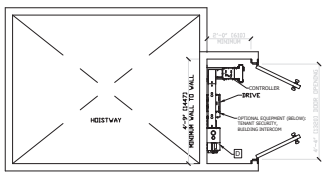
03 ELEVATOR PIT SECTION
WATER PROOFING
Scale:1/4" = 1"



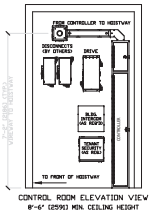
04 ELEVATOR ACCESSIBILITY REQUIREMENTS
Scale: NTS

NOTES:
1. ELEVATOR TO COMPLY WITH ASME A17.1-F.B.C 2001 CHAPTER 11 AND CHAPTER 30.
2. ELEVATOR FIRE CONTRO INDICATOR PANEL LOCATED IN GR. FLR. SECURUTY OFFICE.
3. FOR LOCATION OF SMOKE SENSORS, DISCONNECT, TELEPHONE LINES, A/C AND LIGHTUNG REFER TO M.E.P DRAWING
4. RATER DOORS TO PROVIDE SMOKE PROOF ENCLOUSE UPON FIRE ALARM ACTIVATION.
5. COORDINATE EXACT HOISTWAY DIMENSIONS, INCL. BUT NOT LIMITED TO: SCHEDULING AND ACCESS TO ELEVATOR AREA. REFER TO MEP AND FIRE PROTECTION DRAWING FOR APPLICABLE ITEMS.
6. A PERMANENT SIGN SHAL BE INSTALLED IMMEDIATELY ABOVE EACH HALL PUSH BUTTON STATION ON EACH FLOOR READING: IN FIRE EMERGENCY DO NOT USEA ELEVATOR. USE EXIT STAIRS. THIS SIGN SHALL BE LETTERS NOT LESS THAN 1/2 INCH (12.7MM) HIGH
7. ACCESIBLE ELEVATOR #2 MUST BE ABLE TO ACCOMODATE A 76" LONG X 24" WIDE AMBULANCE STRETCHER IN THE HORIZONTAL POSITION.

ELEVATOR LEGEND NOTES
1. THE SHAFT ELEVATOR SHALL BE EQUIPPED WITH DETECTION SYSTEM WITH A FLOAT SWITCH TO PREVENT THE ELEVATOR CAB FROM DESCENDING INTO FLOODWATER.
2. ELEVATORS AND THEIR ASSOCIATED EQUIPMENT NEED TO BE PROTECTED FROM FLOOD DAMAGE. MECHANICAL EQUIPMENT ASSOCIATED WITH THE ELEVATOR SHALL BE LOCATED ABOVE THE BASE FLOOD ELEVATION (BFE) .
3. ALLA MATERIAL BELOW THE BASE FLOOR ELEVATION (BFE) SHALL BE WATERPROOF MATERIALS.
4. ELEVATOR SHAFTS/ ENCLOURES THAT EXTEND BELOW THE BFE BE CONSTRUCTED OF REINFORCED MASONRY BLOCK OR REINFORCED CONCRETE WALL.



CONTROL ROOM PLAN
ADJACENT AT FLOOR 4TH



CONTROL ROOM ELEVATION VIEW
8'-6" (2591) MIN. CEILING HEIGHT

NOTE: GC SHALL VERIFY DIKENSIONS PER MANUFACTURER SHOP DRAWINGS

TK ELEVATOR
05 CONTROL PANEL REQUIREMENTS
Scale: NTS

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ARCHITECT OF RECORD:

STATE OF FLORIDA · ARIEL VALDES · AR96144 · REGISTERED ARCHITECT

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Date: 2026.02.04 23:32:31 05'00'

Ariel Valdes, AIA
Florida Registration No.: AR96144

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NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE,
FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

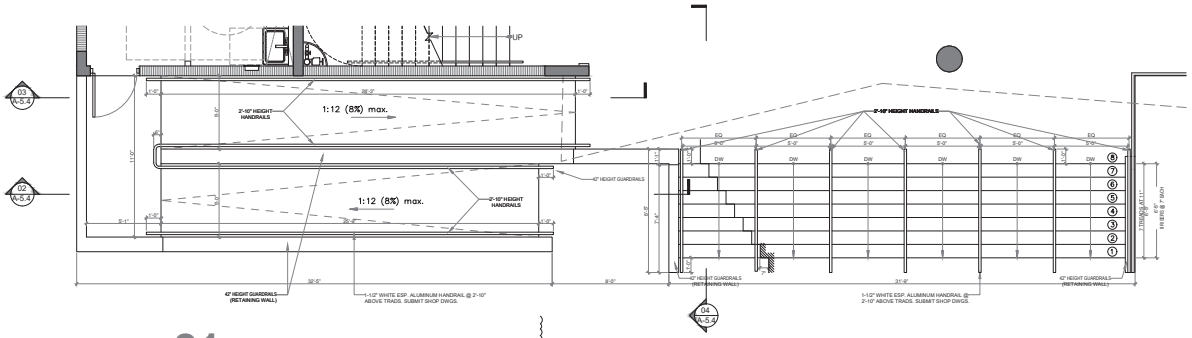
Issue	Issue date / For
01	09.08.25 / City comments

DRAWING TITLE:

ELEVATOR DETAILS

SHEET ID:

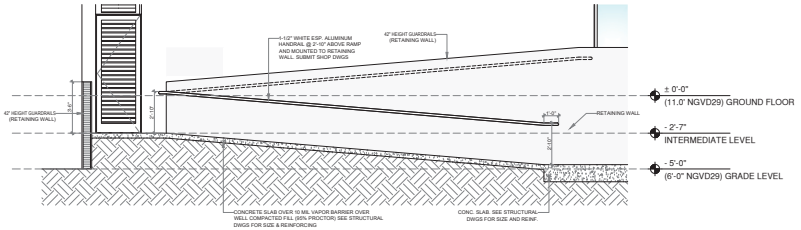
A-5.3



01 RAMP 1 & ENTRY STAIR FLOOR PLAN

Scale: 1/4" = 1'

02 03 04



03 RAMP 1 & SECTION 2

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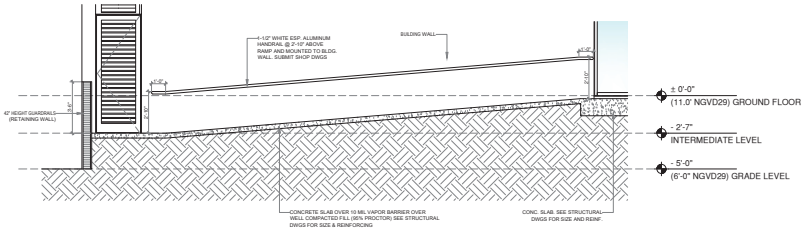

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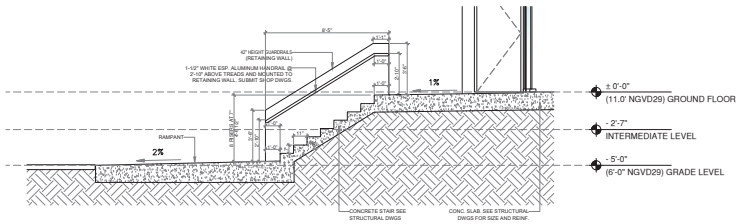

04 ENTRY STAIR SECTION

Scale: 1/4" = 1'

02 03 04

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architects@two30studio.com
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ARCHITECT'S SEAL

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Date: 2026.02.04 23:33:35 -05'00'

ARIEL VALDES
Florida Registration No.: AR96144

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DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

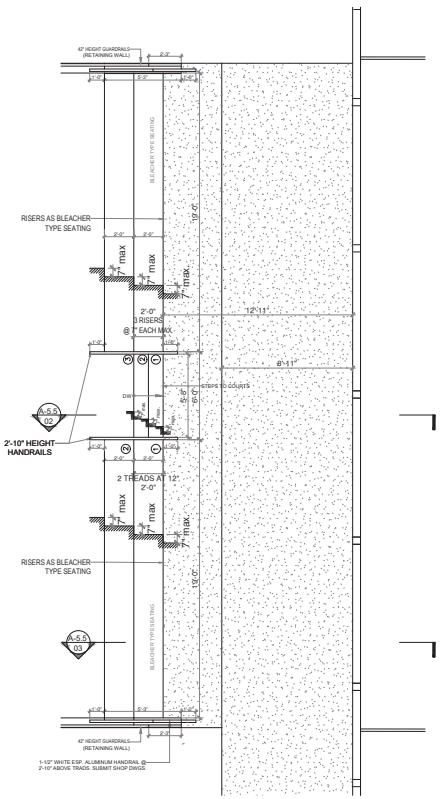
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments

DRAWING TITLE:

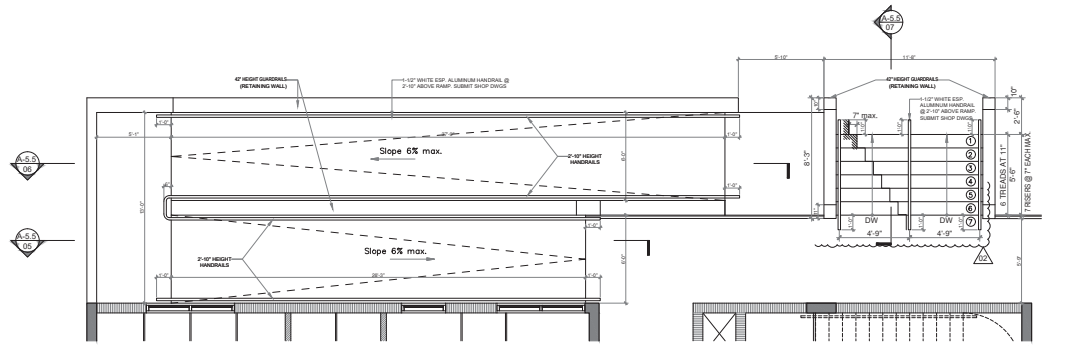
RAMP DETAILS

SHEET ID:

A-5.4



01 STAND FLOOR PLAN
Scale: 1/4" = 1'



04 RAMP 2 & REAR STAIR FLOOR PLAN
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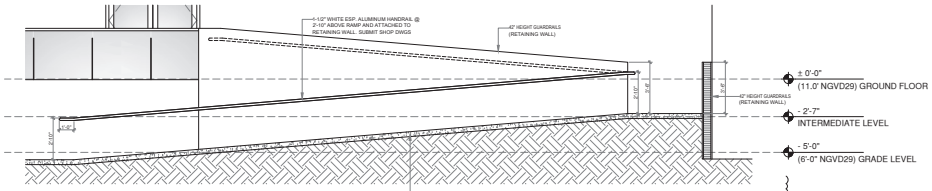

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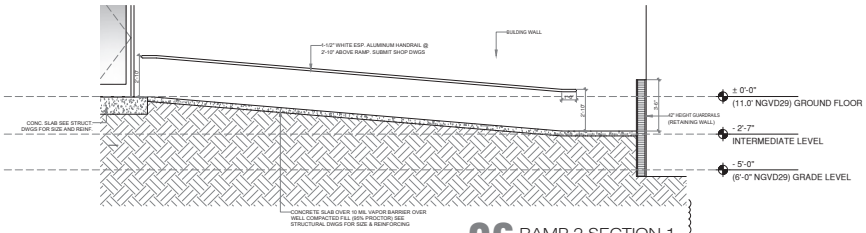
Scale: 1/4" = 1'



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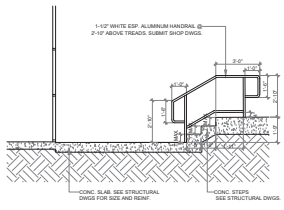
Scale: 1/4" = 1'



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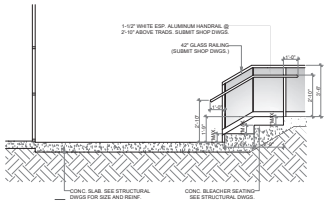
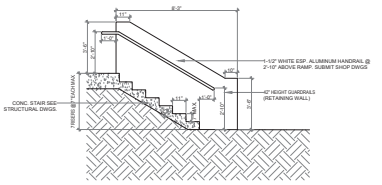


03 STAND SECTION 2
Scale: 1/4" = 1'



07 REAR STAIR SECTION
Scale: 1/4" = 1'

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Ariel Valdes, AIA
Florida Registration No.: AR96144

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1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

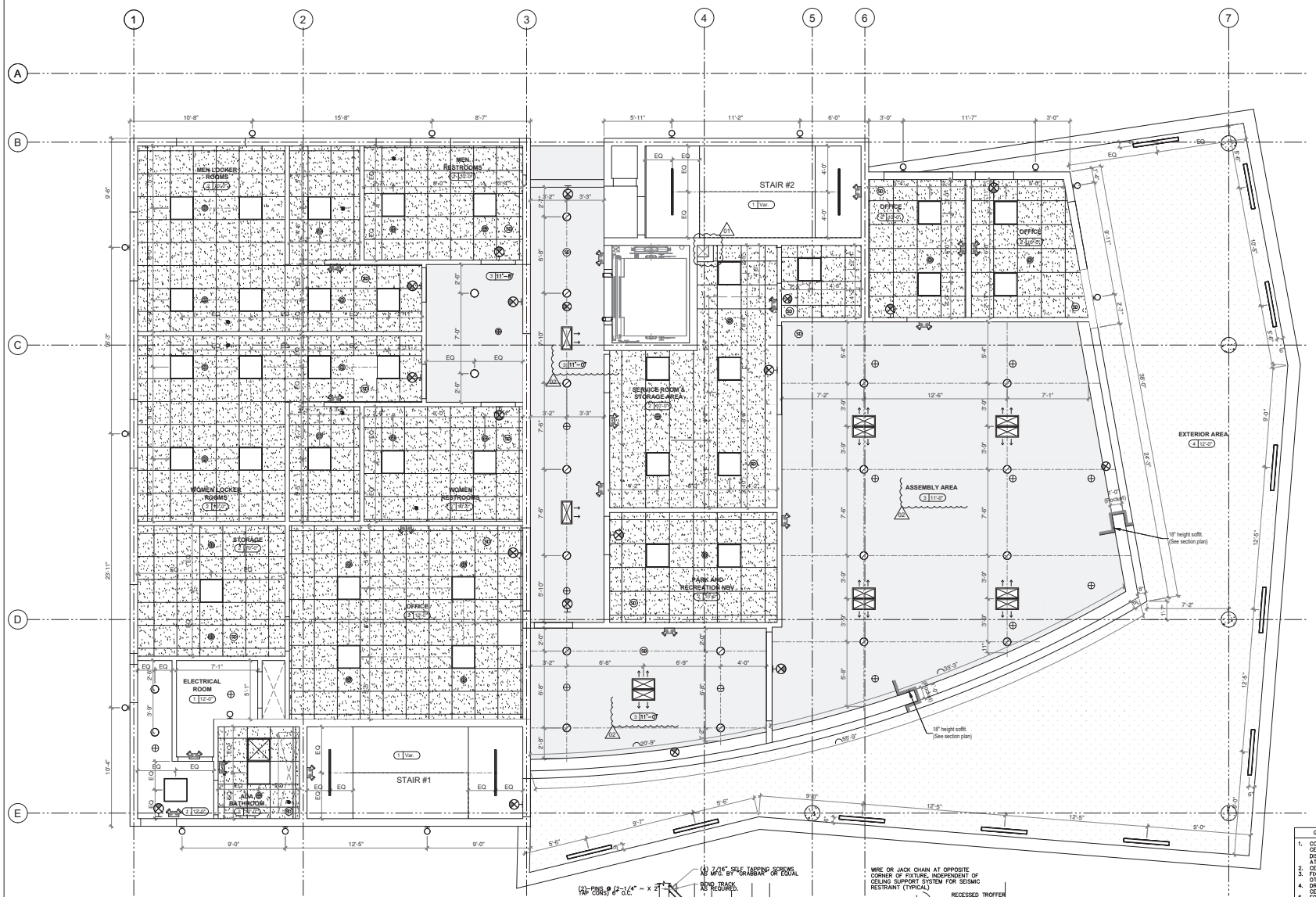
DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments

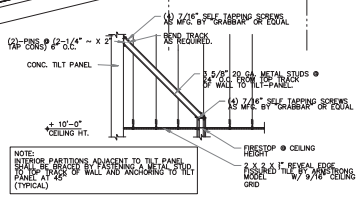
DRAWING TITLE: **RAMP DETAILS**

SHEET ID: **A-5.5**



01 REFLECTED CEILING PLAN. GROUND FLOOR

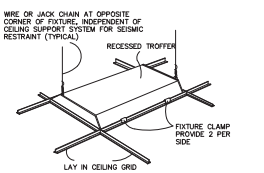
Scale: 1/4" = 1'



NOTE:
INTERIOR PARTITIONS ADJACENT TO TILT PANEL SHALL BE BRACED BY FASTENING A METAL STUD TO THE BACK OF WALL AND ANCHORING TO TILT PANEL AT 45° (TYPICAL)

02 PARTITION BRACING DETAIL

Scale: 1/4" = 1'



TYPICAL RECESSED FIXTURE

03 MOUNTING DETAIL

Scale: 1/4" = 1'

CEILING MATERIAL LEGEND

- CEILING MATERIAL
- X X'-XX" CEILING HEIGHT
1. SKIM COAT OVER CONCRETE SLAB. PAINTED FINISH.
2. 2'x2' ACOUSTICAL CEILING TILE & SUSPENSION SYSTEM
3. PAINTED GYPSUM BOARD CEILING.
4. PAINTED EXTERIOR GYPSUM BOARD CEILING. DENSGLASS® SHEADING OR APPROVED EQUAL.

SYMBOLS LEGEND:

- JUNCTION BOX
- LIGHT FIXTURE
- 2'x2' LIGHT FIXTURE
- 4"x4' LIGHT FIXTURE
- WALL SCONCE
- SMOKE DETECTOR
- ELECTRIC FAN
- SPRINKLER HEAD DOWN
- SPRINKLER HEAD UP
- HAVC SUPPLY
- HAVC RETURN

GENERAL RCP NOTES:

1. COORDINATE ALL CEILING FIXTURES SHOWN ON REFLECTED CEILING PLAN WITH MECHANICAL & ELECTRICAL DWGS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE PROCEEDING WITH THE WORK.
2. CENTER VANITY LIGHT FIXTURE TO THE COUNTER U.O.N
3. FIXTURE LOCATION SHALL BE AT CENTER OF SPACE UNLESS OTHERWISE INDICATED.
4. DROP CEILING ABOVE CABINETS TO CABINETS HEIGHT REFER TO CEILING PLAN AND INTERIOR ELEVATIONS.
5. FOR FIXTURE TYPE & SPECIFICATIONS SEE MECHANICAL, ELECTRICAL & FIRE PROTECTION DWG.
6. REFER TO FLOOR PLAN FOR RM. NAME & RM. NUMERS.
7. CONTRACTOR SHALL SUBMIT DETAILED SHOP DWG. & CALCULATIONS, SIGNED & SEALED BY A FLORIDA REGISTERED ENGINEER INDICATING COMPLIANCE W/ THE SFBC FOR SOFFIT & EXTERIOR CEILING STRUCTURAL DESIGN, INCLUDING: ATTACHMENT METHOD, FRAMING, SUBFRAMING (SUCH AS FOR LIGHT FIXTURES), DECKING & OTHERS MISC. COMPONENTS AS MAYBE NECESSARY. THE GENERAL COMPOSITION OF THE SYSTEM IS NOTED HEREIN IN THESE DOCUMENTS FOR PRICING PURPOSES ONLY.
8. SEE INTERIOR FINISH SCHEDULES FOR FINISHES.
9. SEE ELECTRICAL DRAWING FOR LOCATION OF ADDITIONAL WALL MOUNTED LIGHTING.
10. REFER TO ELECTRICAL ENGINEERS PLANS FOR LIGHTING FIXTURE SCHEDULE, AND ADDITIONAL INFORMATION.
11. REFER TO MECHANICAL ENGINEERS PLAN FOR SUPPLY AND RETURN DIFFUSER LOCATIONS AND ADDITIONAL INFORMATION.
12. FOR LIGHTS IN EMERGENCY SYSTEM SEE ELECTRICAL DRAWINGS.

TWO30 STUDIO ARCHITECTURE + INTERIOR DESIGN

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Ariel Valdes
Florida Registration No.: AR96144

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1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

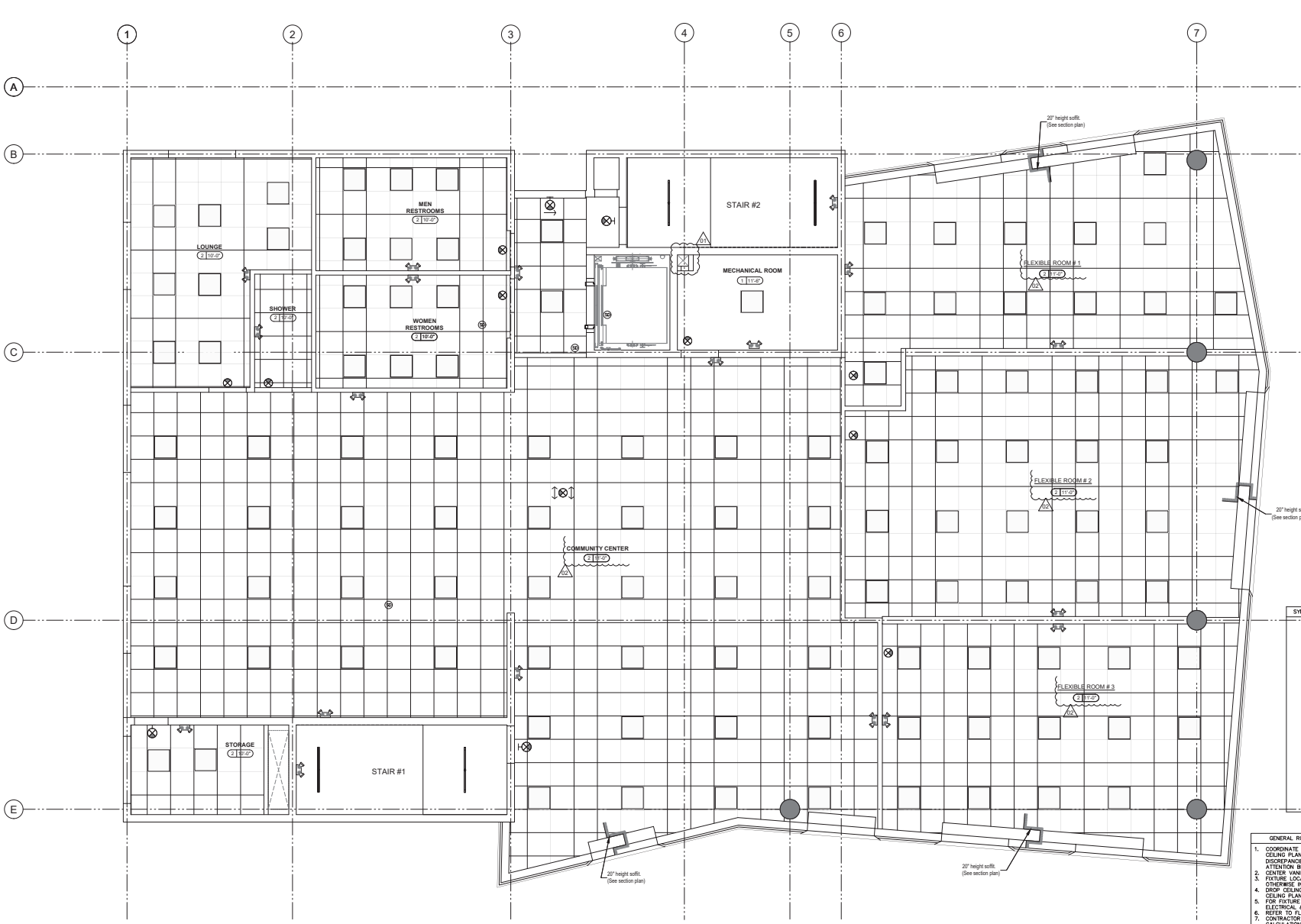
Issue	Issue date / For
01	09.08.25 / City comments
02	12.08.25 / By the Client

DRAWING TITLE:

REFLECTED CEILING PLAN (GROUND FLOOR)

SHEET ID:

A-6.0



01 REFLECTED CEILING PLAN. SECOND FLOOR

Scale: 1/4" = 1'

SYMBOLS LEGEND:

- JUNCTION BOX
- LIGHT FIXTURE
- 2'x2' LIGHT FIXTURE
- 4"x4' LIGHT FIXTURE
- WALL SCONCE
- SMOKE DETECTOR
- ELECTRIC FAN
- SPRINKLER HEAD DOWN
- SPRINKLER HEAD UP
- HAVC SUPPLY
- HAVC RETURN

CEILING MATERIAL LEGEND

X X"–XX" — CEILING MATERIAL / CEILING HEIGHT

1. SKIM COAT OVER CONCRETE SLAB. PAINTED FINISH.
2. 2'X2' ACOUSTICAL CEILING TILE & SUSPENSION SYSTEM
3. PAINTED GYPSUM BOARD CEILING.

GENERAL RCP NOTES:

1. COORDINATE ALL CEILING FIXTURES SHOWN ON REFLECTED CEILING PLAN WITH MECHANICAL & ELECTRICAL DWGS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE PROCEEDING WITH THE WORK.
2. CENTER VANITY LIGHT FIXTURE TO THE COUNTER U.O.N
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8. SEE INTERIOR FINISH SCHEDULES FOR FINISHES.
9. SEE ELECTRICAL DRAWING FOR LOCATION OF ADDITIONAL WALL MOUNTED LIGHTING.
10. REFER TO ELECTRICAL ENGINEERS PLANS FOR LIGHTING FIXTURE SCHEDULE, AND ADDITIONAL INFORMATION.
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12. FOR LIGHTS IN EMERGENCY SYSTEM SEE ELECTRICAL DRAWINGS.

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Date: 2026.02.04 23:53:23 -05'00'

Ariel Valdes, AIA
Florida Registration No.: AR96144

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NORTH BAY VILLAGE,
FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

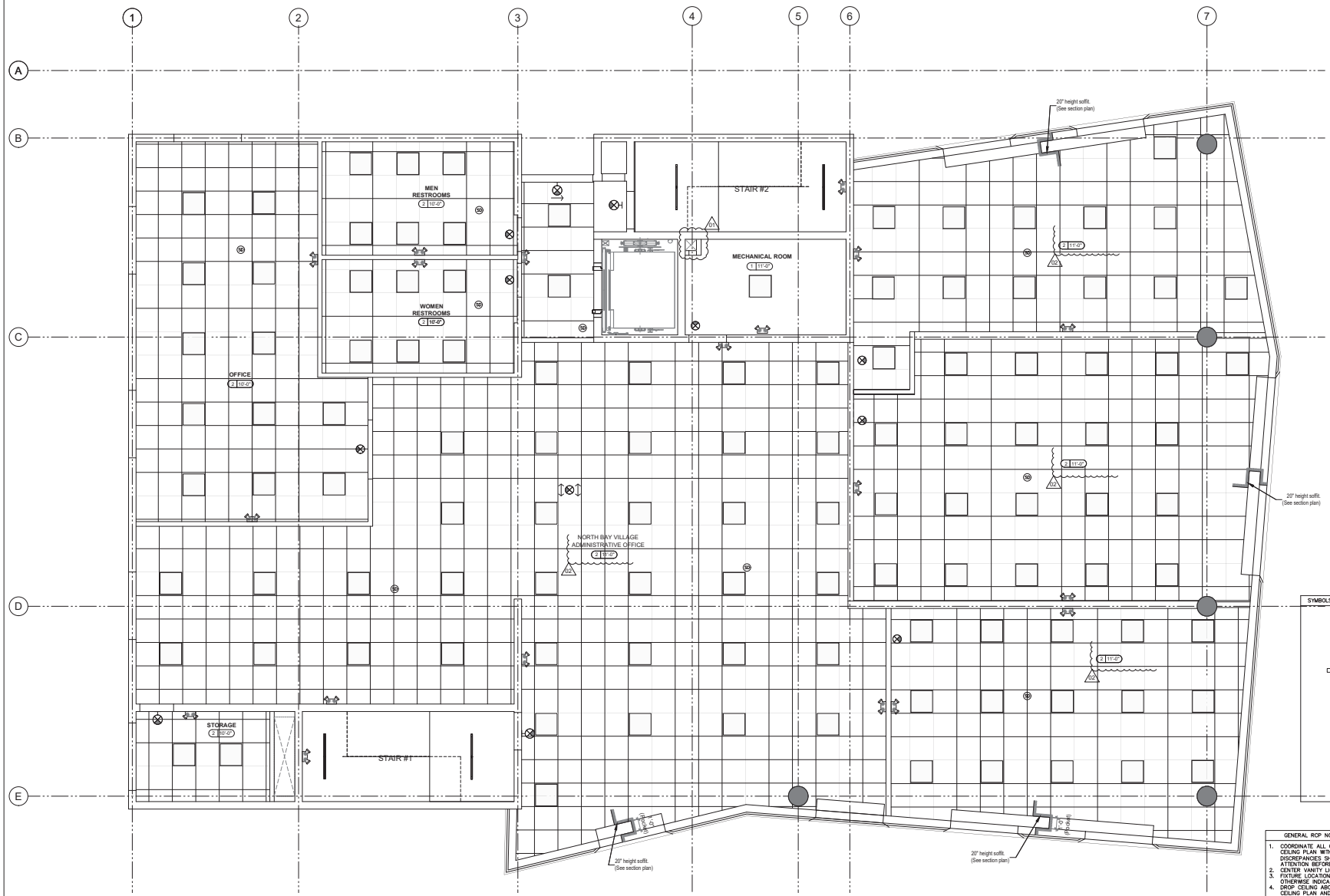
Issue	Issue date / For
01	09.08.25 / City comments
02	12.08.25 / By the Client

DRAWING TITLE:

REFLECTED CEILING PLAN (SECOND FLOOR)

SHEET ID:

A-6.1



01 REFLECTED CEILING PLAN. THIRD FLOOR

Scale: 1/4" = 1'

SYMBOLS LEGEND:

- JUNCTION BOX
- LIGHT FIXTURE
- 2'x2' LIGHT FIXTURE
- 4"x4' LIGHT FIXTURE
- WALL SCONCE
- SMOKE DETECTOR
- ELECTRIC FAN
- SPRINKLER HEAD DOWN
- SPRINKLER HEAD UP
- HAVC SUPPLY
- HAVC RETURN

CEILING MATERIAL LEGEND

X. X"–XX" — CEILING MATERIAL / CEILING HEIGHT

1. SKIM COAT OVER CONCRETE SLAB. PAINTED FINISH.
2. 2'X2' ACOUSTICAL CEILING TILE & SUSPENSION SYSTEM
3. PAINTED GYPSUM BOARD CEILING.

GENERAL RCP NOTES:

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ARCHITECT OF RECORD:

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Date: 2026.02.04 23:54:40 -05'00'
Ariel Valdes, AIA
Florida Registration No. AR98144

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DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

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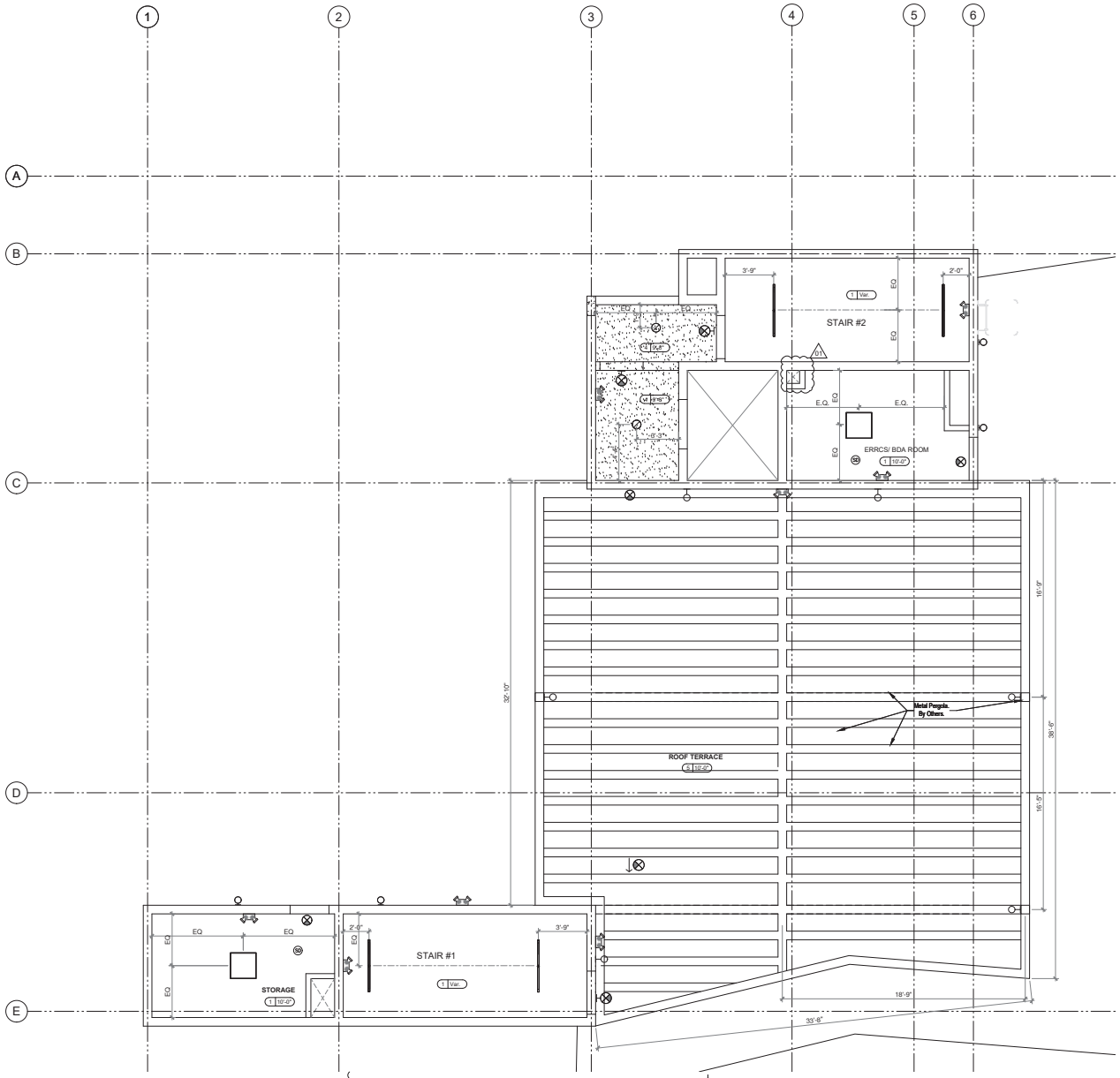
01	09.08.25 / City comments
02	12.08.25 / By the Client

DRAWING TITLE:

REFLECTED CEILING PLAN (THIRD FLOOR)

SHEET ID:

A-6.2



01 REFLECTED CEILING PLAN. ROOFTOP
Scale: 1/4" = 1"

GENERAL RCP NOTES:

1. COORDINATE ALL CEILING FIXTURES SHOWN ON REFLECTED CEILING PLAN WITH MECHANICAL & ELECTRICAL DWGS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION BEFORE PROCEEDING WITH THE WORK.
2. CENTER VANITY LIGHT FIXTURE TO THE COUNTER U.O.N.
3. FIXTURE LOCATION SHALL BE AT CENTER OF SPACE UNLESS OTHERWISE INDICATED.
4. DROP CEILING ABOVE CABINETS TO CABINETS HEIGHT REFER TO CEILING PLAN AND INTERIOR ELEVATIONS.
5. FOR FIXTURE TYPE & SPECIFICATIONS SEE MECHANICAL, ELECTRICAL & FIRE PROTECTION DWG.
6. REFER TO FLOOR PLAN FOR RM. NAME & RM. NUMERS.
7. CONTRACTOR SHALL SUBMIT DETAILED SHOP DWG. & CALCULATIONS, SIGNED & SEALED BY A FLORIDA REGISTERED ENGINEER INDICATING COMPLIANCE W/ THE SFBC FOR SOFFIT & EXTERIOR CEILING STRUCTURAL DESIGN, INCLUDING: ATTACHMENT METHOD, FRAMING, SUBFRAMING (SUCH AS FOR LIGHT FIXTURES), DECKING & OTHERS MISC. COMPONENTS AS MAYBE NECESSARY. THE GENERAL COMPOSITION OF THE SYSTEM IS NOTED HEREIN IN THESE DOCUMENTS FOR PRICING PURPOSES ONLY.
8. SEE INTERIOR FINISH SCHEDULES FOR FINISHES.
9. SEE ELECTRICAL DRAWING FOR LOCATION OF ADDITIONAL WALL MOUNTED LIGHTING.
10. REFER TO ELECTRICAL ENGINEERS PLANS FOR LIGHTING FIXTURE SCHEDULE, AND ADDITIONAL INFORMATION.
11. REFER TO MECHANICAL ENGINEERS PLAN FOR SUPPLY AND RETURN DIFFUSER LOCATIONS AND ADDITIONAL INFORMATION.
12. FOR LIGHTS IN EMERGENCY SYSTEM SEE ELECTRICAL DRAWINGS.

SYMBOLS LEGEND:

- JUNCTION BOX
- LIGHT FIXTURE
- 2'x2' LIGHT FIXTURE
- 4"x4' LIGHT FIXTURE
- WALL SCONCE
- SMOKE DETECTOR
- ELECTRIC FAN
- SPRINKLER HEAD DOWN
- SPRINKLER HEAD UP
- HAVC SUPPLY
- HAVC RETURN

CEILING MATERIAL LEGEND

X | X'-XX" — CEILING MATERIAL / CEILING HEIGHT

1. SKIM COAT OVER CONCRETE SLAB. PAINTED FINISH.
2. 2'X2' ACOUSTICAL CEILING TILE & SUSPENSION SYSTEM
3. PAINTED GYPSUM BOARD CEILING.
4. PAINTED EXTERIOR GYPSUM BOARD CEILING. DENSGLASS® SHEADING OR APPROVED EQUAL.
5. METAL PERGOLA. BY OTHERS.

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Ariel Valdes, AIA
Florida Registration No.: AR96144

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PROJECT NAME:

NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

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FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

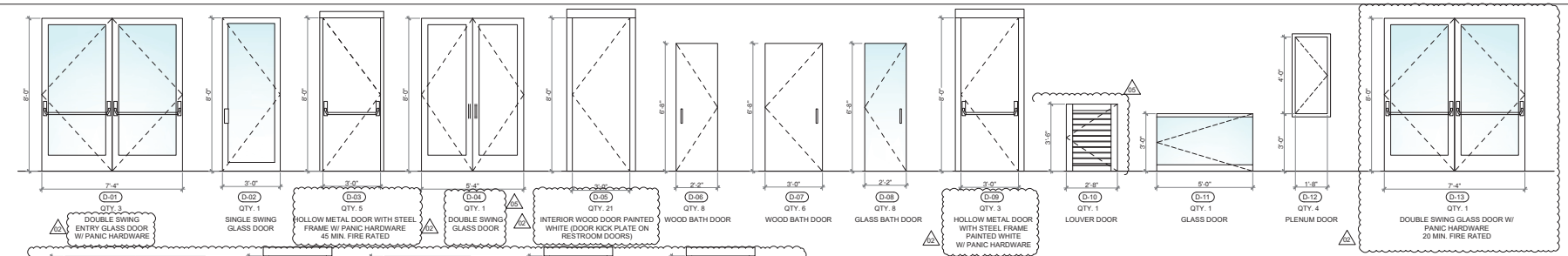
Issue	Issue date / For
01	09.08.25 / City comments
02	12.08.25 / By the Client

DRAWING TITLE:

REFLECTED CEILING PLAN (ROOFTOP)

SHEET ID:

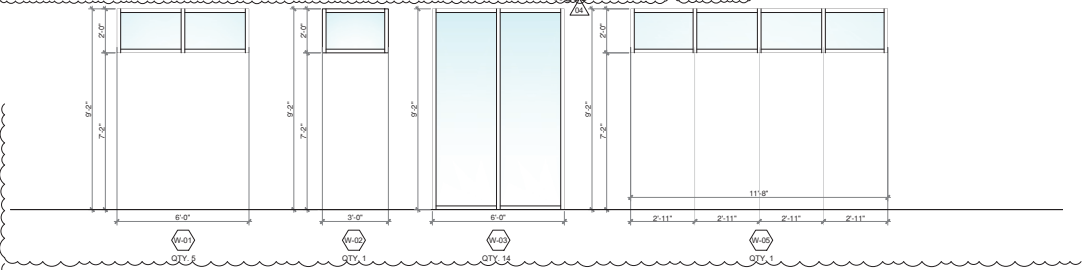
A-6.3



NOTES:
1. DOORS WITH PANIC HARDWARE ARE REQUIRED IN ASSEMBLY AREAS WITH OCCUPANT LOADS OF 100 OR MORE
2. PANIC HARDWARE WILL BE PROVIDED IN ALL SECONDARY EXIT DOORS AND GATES FFPC101:12.2.2.3

DOOR SCHEDULE

TAG	SIZED W	SIZED H	SIZED THK	MTL	FIN	GLASS	LOUVER WXH	FRAME TYPE	FRAME MTL	FRAME FIN	DETAILS HEAD	DETAILS JAMB	DETAILS THK	FIRE RATE MIN.	HARDWARE SET.	HARDWARE KEY SIDE	REMARKS	PRODUCT APPROVAL DESIGN PRESS. RATING (+) PSF	PRODUCT APPROVAL DESIGN PRESS. RATING (-) PSF	PRESSURE RATING REQ. FOR SPECIFIC OPEN (+) PSF	PRESSURE RATING REQ. FOR SPECIFIC OPEN (-) PSF	PRODUCT APPROVAL No.
D-01	7'-4"	8'-0"	1-3/4"	AL	NAT	YES	NO		AL	NAT				NR	*	EXT						
D-02	3'-0"	8'-0"	1-3/4"	AL	NAT	YES	NO		AL	NAT				NR	*	EXT						
D-03	3'-0"	8'-0"	1-3/4"	MTL	PNT	NO	NO		MTL	PNT				90	*	INT	PANIC HARDWARE					
D-04	5'-4"	8'-0"	1-3/4"	WD	PNT	YES	NO		WD	PNT				NR	*	INT						
D-05	3'-0"	8'-0"	1-3/4"	WD	PNT	NO	NO		WD	PNT				NR	*	INT	DOOR KICK PLATE ON RESTROOM DOORS					
D-06	2'-2"	6'-8"	1-3/4"	WD	PNT	NO	NO		-	-				NR	*	INT						
D-07	3'-0"	6'-8"	1-3/4"	WD	PNT	NO	NO		-	-				NR	*	INT						
D-08	2'-2"	6'-8"	1-3/4"	GL	FR	YES	NO		-	-				NR	*	INT						
D-09	3'-0"	8'-0"	1-3/4"	MTL	PNT	NO	NO		MTL	PNT				90	*	EXT						
D-10	2'-8"	3'-6"	1-3/4"	MTL	PNT	NO	YES		MTL	PNT				NR	*	EXT						
D-11	5'-0"	3'-0"	1-3/4"	GL	FR	YES	NO		-	-				NR	*	EXT						
D-12	1'-8"	4'-0"	1-3/4"	WD	PNT	NO	NO		WD	PNT				NR	*	INT						
D-13	7'-9"	8'-0"	1-3/4"	AL	NAT	YES	NO		AL	PNT				20	*	INT	PANIC HARDWARE					
D-14	7'-9"	8'-0"	1-3/4"	MTL	PNT	NO	NO		MTL	PNT				20	*	INT	PANIC HARDWARE					
D-15	3'-0"	8'-0"	1-3/4"	MTL	PNT	NO	NO		MTL	PNT				20	*	INT						
D-16	4'-6"	8'-0"	1-3/4"	MTL	PNT	NO	NO		MTL	PNT				20	*	INT						
D-17	3'-0"	8'-0"	1-3/4"	MTL	PNT	NO	NO		MTL	PNT				20	*	EXT	PANIC HARDWARE					
D-18	3'-0"	8'-0"	1-3/4"	MTL	PNT	NO	NO		MTL	PNT				90	*	EXT	PANIC HARDWARE					



EXTERIOR OPENING SCHEDULE WINDOW

OPENING LOCATION	TYPE	OPENING SIZE WIDTH	OPENING SIZE HEIGHT	PRODUCT APPROVAL DESIGN PRESS. RATING (+) PSF	PRODUCT APPROVAL DESIGN PRESS. RATING (-) PSF	PRESSURE RATING REQD. FOR SPECIFIC OPEN (+) PSF	PRESSURE RATING REQD. FOR SPECIFIC OPEN (-) PSF	PRODUCT APPROVAL No.	GLASS TYPE/SIZE	FASTENER TYPE/SIZE	SPACING EDGE & O.C.	SHUTTERS REQUIRED Y/N	REMARKS	REQ'D Y/N	NOA No.	FASTENER TYPE/SIZE
W-01	FIXED	6'-0"	2'-0"	80.0	80.0	45.0	49.0	23-0816.02	LAMINATED 7/8"	TAPCON 3/4"x3"		N		Y		
W-02	FIXED	3'-0"	2'-0"	80.0	80.0	45.0	49.0	23-0816.02	LAMINATED 7/8"	TAPCON 3/4"x3"		N		Y		
W-03	FIXED	6'-0"	9'-2"	80.0	80.0	45.0	60.0	23-0816.02	LAMINATED 7/8"	TAPCON 3/4"x3"		N		Y		
W-05	FIXED	11'-8"	2'-0"	65.0	72.2	45.0	49.0	23-0816.02	LAMINATED 7/8"	TAPCON 3/4"x3"		N		Y		

ROOM FINISH SCHEDULE

No.	NAME	FLOOR	BASE	WALL MATERIAL	WALL FINISH	CEILING MATERIAL	CEILING FINISH	CEILING HEIGHT	REMARKS
	T.O. GROUND FLOOR								
101	EXTERIOR AREA	POL. CONCRETE	-	STUCCO	PAINT	GYP.BD	PAINT	VARIES	
102	ASSEMBLY AREA	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	GYP.BD	PAINT	VARIES	
103	OFFICE	CERAMIC/PORCELAIN TILE	REVEAL	CLG. TILE	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
104	LOBBY AREA	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	GYP.BD	PAINT	VARIES	
105	INTERIOR CORRIDOR	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	GYP.BD	PAINT	VARIES	
106	PARK AND RECREATION NBV	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
107	SERVICE ROOM & STORAGE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
108	ELECTRICAL ROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
109	OFFICE #1	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
110	OFFICE STORAGE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
111	WOMEN RESTROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	TILE FULL HEIGHT OF WALL
112	WOMEN LOCKER ROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
113	MEN RESTROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
114	MEN LOCKER ROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	TILE FULL HEIGHT OF WALL
115	STAIR #1	POL. CONCRETE	-	STUCCO	PAINT	STUCCO	PAINT	VARIES	
116	ELECTRICAL ROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
117	ADA RESTROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
118	PADDLE AND SOCCER OFFICE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
119	STAIR #2	POL. CONCRETE	-	STUCCO	PAINT	STUCCO	PAINT	VARIES	
	T.O. SECOND FLOOR								
201	COMMUNITY CENTER OPEN OFFICE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	GYP.BD	PAINT	VARIES	
202	MECHANICAL ROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	STUCCO	PAINT	VARIES	
203	WOMEN RESTROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	TILE FULL HEIGHT OF WALL
204	MEN RESTROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	TILE FULL HEIGHT OF WALL
205	OFFICE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
206	STORAGE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
207	OFFICE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	GYP.BD	PAINT	VARIES	
208	OFFICE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
209	STORAGE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
210	STORAGE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	2'X2' ACOUSTICAL CEILING TILE	PAINT	VARIES	
211	STAIR #1	POL. CONCRETE	-	STUCCO	PAINT	STUCCO	PAINT	VARIES	
212	STAIR #2	POL. CONCRETE	-	STUCCO	PAINT	STUCCO	PAINT	VARIES	
	T.O. THIRD FLOOR								
301	NBV ADMINISTRATIVE AREA OPEN OFFICE	CONCRETE	-	-	-	-	-	-	
302	MECHANICAL ROOM	CONCRETE	-	-	-	-	-	-	
303	STAIR #2	POL. CONCRETE	-	STUCCO	PAINT	STUCCO	PAINT	VARIES	
304	STORAGE	CONCRETE	-	-	-	-	-	-	
305	STAIR #1	POL. CONCRETE	-	STUCCO	PAINT	STUCCO	PAINT	VARIES	
	T.O. ROOFTOP								
401	VESTIBULE	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	GYP.BD	PAINT	VARIES	
402	STAIR #2	POL. CONCRETE	-	STUCCO	PAINT	STUCCO	PAINT	VARIES	
403	SERVICE ROOM	CERAMIC/PORCELAIN TILE	REVEAL	GYP.BD	PAINT	-	PAINT	VARIES	
404	STAIR #1	POL. CONCRETE	-	STUCCO	PAINT	STUCCO	PAINT	VARIES	
405	UTILITY ROOM / BDA ROOM	POL. CONCRETE	-	EXPOSED WALL	PRIME + PAINT	-	PAINT	VARIES	

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Ariel Valdes, AIA
Florida Registration No.: AR96144

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OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

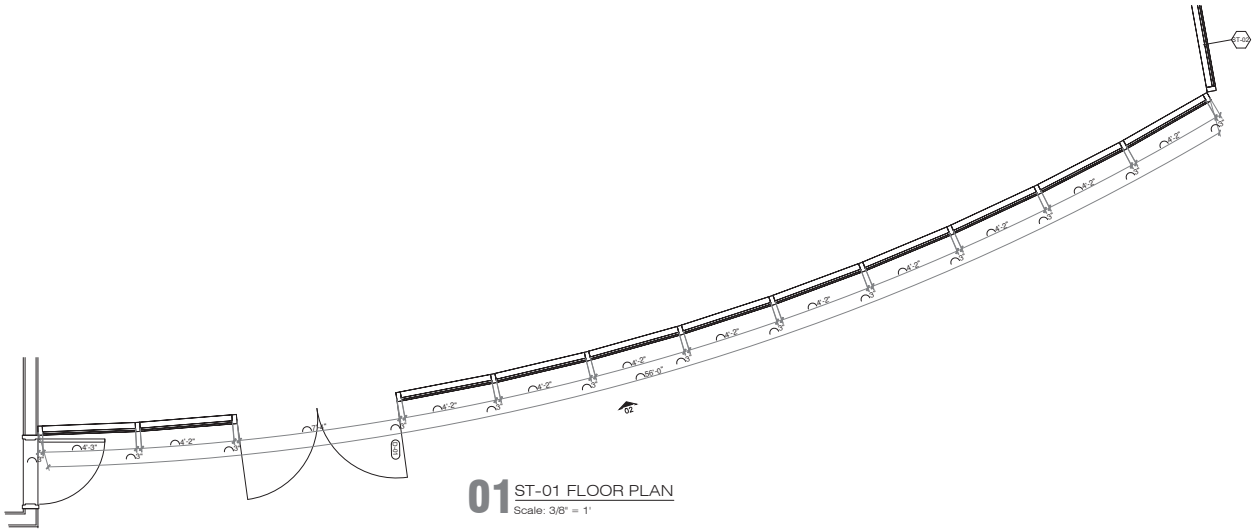
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments
05	12.08.25 / By the Client

DRAWING TITLE:

WINDOW AND DOOR SCHEDULE

SHEET ID:

A-7.0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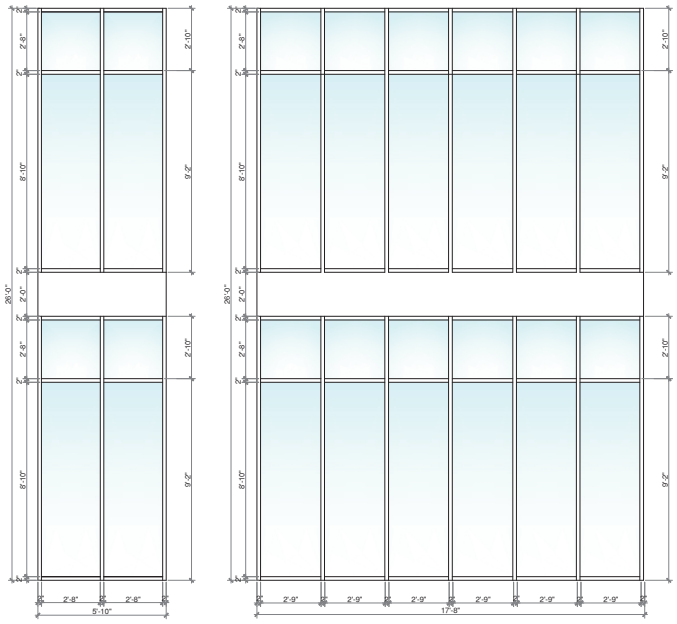

06 ST-03
Scale: 3/8" = 1'

07 ST-04
Scale: 3/8" = 1'

GENERAL DOOR NOTES

1. ALL WOOD DOORS TO BE 3'-0" x 8'-0" x 1" THK. SOLID CORE WOOD BIRCH W/2 COATS OF POLYURETHANE FINISH. WITH WELDED METAL FRAMES.
2. ALL DOOR FINISHES ARE FOR BOTH SIDES OF DOOR U.N.O.
3. SEE MECHANICAL DRAWINGS FOR UNDERCUTTING OF DOORS, IF SO REQUIRED.
4. GENERAL CONTRACTOR SHALL PROVIDE HARDWARE SCHEDULE FOR ARCHITECTS REVIEW.
5. DOOR AND FRAMES WILL BE REINFORCED FOR SURFACE MOUNTED HARDWARE AS REQUIRED. HARDWARE WILL BE DRILLED AND TAPPED AT THE FACTORY.
6. ALL HARDWARE LOCATIONS ON THE DOOR AND FRAME ARE TO BE STANDARD LOCATION FOR HARDWARE.
7. ALL DOORS AND HARDWARE SHALL COMPLY WITH HANDICAP REQUIREMENTS (IE: LEVER HANDLES)
8. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL DOORS AND FRAMES.
9. PROVIDE 2 x 4 WOOD BLOCKING AROUND PERIMETER OF ALL DOOR OPENINGS.
10. PROVIDE HANGER - 24 1F FLOOR DOOR STOPS AT ALL DOORS.
11. ALL WOOD DOORS TO BE FLUSH TYPE BIRCH OR MAPLE WITH STAIN POLYURETHANE FINISH.
12. PROVIDE DOOR SILENCERS AT ALL HOLLOW METAL FRAMES.

GLAZING HAZARDOUS LOCATION (FBC SEC. 2406)

1. IDENTIFY SAFETY GLAZING AS REQUIRED IN FBC 2406.3
2. ALL INDIVIDUAL GLAZED AREAS SHALL USE GLAZING WHICH IS MINIMUM CSPC 16 CFR 1201 CATEGORY I.
3. USE CPSC 16 CFR 1201 CATEGORY II GLAZING FOR ANY OF THE FOLLOWING CONDITIONS, INDEPENDENTLY OF THE GLAZED AREA:
   - 3.1. GLAZING IN DOORS AND ENCLOSURES FOR HOT TUBS, WHIRL-POOL , SAUNAS, STEAM ROOMS, BATHTUBS AND SHOWERS. (ANY GLAZED AREA).
   - 4.2. GLAZING IN ANY PORTION OF A BUILDING WALL ENCLOSING THESE COMPARTMENTS WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 IN. ABOVE A STANDING SURFACE (ANY GLAZED AREA)
   - 4.3. SLIDING GLASS DOORS PATIO TYPE (ANY GLAZING AREA)
   - 4.4. GLAZING IN ATHLETIC FACILITIES AND SIMILAR USES.
4. GLASS IN HANDRAILS AND GUARD ASSEMBLIES SHALL COMPLY WITH REQUIREMENTS IN FBC 2407.
5. EXTERIOR GLAZING TO COMPLY WITH THE ABOVE REQUIREMENTS AND WITH THE REQUIREMENTS OF FBC 2410.2:
   - 6.1. SMALL MISSILE IMPACT (SMI) RESISTANT WHEN LOCATED ABOVE THE LOWEST 30 FT OF THE BUILDING EXTERIOR.
   - 6.2. LARGE MISSILE IMPACT (LMI) RESISTANT WHEN LOCATED ABOVE THE LOWEST 30 FT OF THE BUILDING EXTERIOR.

INTRUSION AND BURGLARY NOTES

1. STANDARDS:
   - A. BURGLAR RESISTANT GLASS SHALL COMPLY WITH ASTM C1036 FOR POLISHED PLATE GLASS.
   - B. TEST OF BURGLAR RESISTANT GLAZING MATERIALS SHALL COMPLY WITH UNDERWRITER'S LABORATORIES STANDARDS FOR SAFETY OF BURGLAR RESISTANT GLAZING MATERIALS, UL72
   - C. GLASS AND GLASS-LIKE MATERIAL SHALL COMPLY WITH ANSI Z97.1 STANDARD FOR TRANSPARENT SAFETY GLAZING MATERIAL USED IN BUILDING AND CPSC 16 CFR 1201.
   - D. ALUMINUM WINDOW AND DOORS SHALL COMPLY WITH THE ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA) STANDARDS FOR FORCED-ENTRY RESISTANCE AAMA 1302.5, AAMA 1303.5, AAMA 1304.2 AND ANSI/AAMA 101.
2. HINGES ON EXTERIOR OUT-SWINGING DOORS SHALL HAVE NON-REMOVABLE PINS.
3. GLASS IN EXTERIOR DOORS AND ALL GLAZING WITHIN 48" OF INSIDE LOCKING DEVICE OF DOOR SHALL COMPLY WITH CPSC 16 CFR 1201 CAT II.
4. ALL WINDOWS, AWNINGS, SINGLE HUNG OR HORIZONTAL SLIDING WINDOWS AND DOORS SHALL BE PROVIDED WITH A LOCKING DEVICE CAPABLE OF WITHSTANDING A FORCE OF 150 LBS WHEN FIXED OR LOCKED THEY CANNOT BE REMOVED FROM THE OUTSIDE.
5. LOCKS ON EXTERIOR DOORS SHALL BE A MINIMUM OF 6,000 POSSIBLE KEY CHANGES OR LOCKING COMBINATIONS.
6. ALL EXTERIOR DOORS AND WINDOWS SHALL COMPLY WITH CHAPTER 24 OF THE FLORIDA BUILDING CODE LATEST EDITION AND AMENDMENTS.

CYLINDERS, KEYING SYSTEM AND KEY CONTROL

1. GENERAL REQUIREMENTS:
   - A. MEET WITH ARCHITECT/OWNER TO FINALIZE KEYING REQUIREMENTS.
   - B. CYLINDERS SHALL BE FROM THE SAME MANUFACTURER AS LOCKS.
   - C. PROVIDE TEMPORARY CONSTRUCTION KETING DURING CONSTRUCTION PERIOD. PERMANENT KEYS SHALL BE FURNISHED TO OWNER REPRESENTATIVE PRIOR OCCUPANCY. OWNER WILL VOID OPERATION OF CONSTRUCTION KEYS.
2. CYLINDERS
   - A. PERMANENT CYLINDERS SHALL BE KEYED BY MANUFACTURER AND MASTER KEYED AS DIRECTED BY OWNER.
   - B. PERMANENT KEYS AND CYLINDERS SHALL BE MARKED WITH APPLICABLE BLIND CODE FOR IDENTIFICATION APPROVED BY THE ARCHITECT/OWNER. DO NOT INCLUDE ACTUAL KEY CUTS.
   - C. EQUIP LOCKS AND CYLINDERS WITH MANUFACTURER'S CONVENTIONAL CYLINDERS. CYLINDERS SHALL ALLOW FOR MULTIPLEX MASTER KEYING, CONFIGURED TO OWNER'S INSTRUCTIONS.
3. KEY MATERIAL
   - A. PROVIDE MANUFACTURER'S STANDARD EMBOSSED KEYS OF NICKEL SILVER WITH A MIN. THICKNESS OF 0.92" C.
   - B. KEY QUANTITY: FURNISH KEYS IN THE FOLLOWING QUANTITIES:
     - a) MASTER KEYS: 6 PER MASTER GROUP.
     - b) LOCKS KEYED DIFFERENT: 3 PER LOCK.
     - c) KEY BLANKS: 6 PER CYLINDER.

DOOR SCHEDULE ABREVIATIONS

A40	ZINC COATED GALVANIZED ALLOYED 0.4 OZ	AL	ALUMINUM
A60	ZINC COATED GALVANIZED ALLOYED 0.6 OZ	ANOD	ANODIZED
HM	HOLLOW METAL	CL	CLEAR
PNT	PAINTED (COLOR TBS)	GL	GLAZING
GAL/	GALVANIZED	MRBL	MARBLE
STN	STAINED (COLOR TBS)	WD	WOOD
SC	SOLID CORE	OVHD	OVERHEAD

DOOR SCHEDULE NOTES

* SEE HARDWARE SPECIFICATIONS 087100

1. ALL DOORS TO BE MIN. SDI LEVEL 2 (HEAVY DUTY) GALVANNEALED (STANDARD SDI 112-97). INTERIOR DOORS TO BE A40, EXTERIOR EXPOSURE DOORS TO BE A60.
2. REFER TO "DOOR TYPES" AND "FRAME TYPES" THIS SHEET.
3. SEE INTRUSION & BURGLARY NOTES AND STOREFRONT, WINDOW, DOOR & LOUVER NOTES.
4. FIRE RATED DOORS SHALL HAVE A TEMPERATURE RISE RATING NOT TO EXCEED 654°F. IN NON-SPRINKLERED BUILDINGS, FIRE DOORS IN EXIT ENCLOSURES & EXIT PASSANGEWAYS SHALL HAVE TEMPERATURE RATING NOT TO EXCEED 450°F.
5. ALL DOORS TO BE FACTORY FINISHED - COLORS TBS BY ARCHITECT.
6. STORAGE, MECHANICAL & JAN ROOMS DOORS IN SPRINKLERED BUILDINGS ARE PERMITTED TO HAVE VENTILATION LOUVERS (FFPC NFPA 14.3.1 (4)).
7. ALL HARDWARE PREPARATIONS TO BE MADE ACCORDING WITH ANSI A250.6-1997; LOCATIONS TO FOLLOW ANSI/DHI A115.
8. FBC 1008.1.10 EACH DOOR IN A MEANS OF EGRESS FROM AN AREA OF GROUP E OCCUPANCY HAVING AN OCCUPANT LOAD OF 50 OR MORE MAY BE PROVIDED WITH A LATCH OR LOCK ONLY IF IS PANIC HARDWARE, WHICH RELEASES WHEN A FORCE OF NO MORE THAN 15 LBS IS APPLIED TO THE RELEASING DEVICES IN THE DIRECTION OF EXIT TRAVEL. SUCH RELEASING DEVICES MAY BE BARS OR PANELS EXTENDING NOT LESS THAN ONE-HALF THE WIDTH OF THE DOOR AND PLACED AT HEIGHTS SUITABLE FOR THE SERVICE REQUIRED, BUT NO LESS THAN 34" AND MOT MORE THAN 48" ABOVE THE FLOOR. WHENEVER PANIC HARDWARE IS USED ON A LABELED FIRE DOOR, THE PANIC HARDWARE SHALL BE LABELED AS FIRE EXIT HARDWARE.
9. ALL DOORS SHALL BE PROVIDED WITH AUTOMATIC CLOSERS U.O.N.
10. ALL DOORS ARE REQUIRED TO PROVIDE MINIMUM 32" CLEARANCE WHEN

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Date: 2026.02.05 00:00:39 -05'00'

ARIEL VALDES
Florida Registration No.: AR96144

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NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

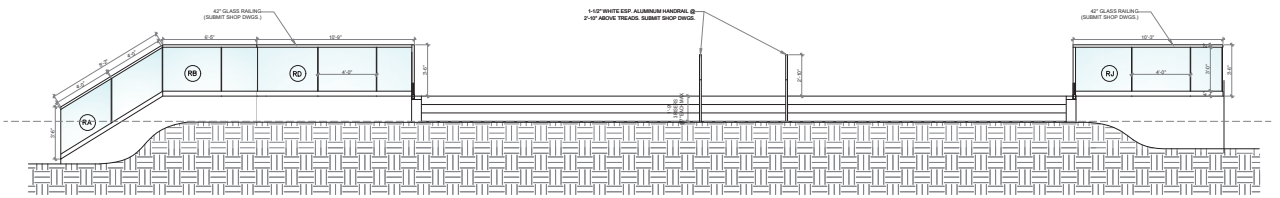
DATE: 07/30/2025

REVISIONS

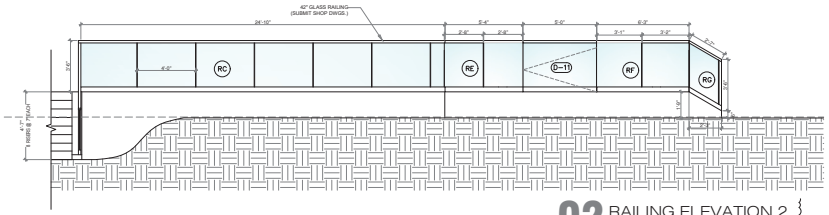
Issue	Issue date / For
02	09.29.25 / City comments

DRAWING TITLE: **STOREFRONT**

SHEET ID: **A-7.2**



01 RAILING ELEVATION 1
Scale: 1/4" = 1'



02 RAILING ELEVATION 2
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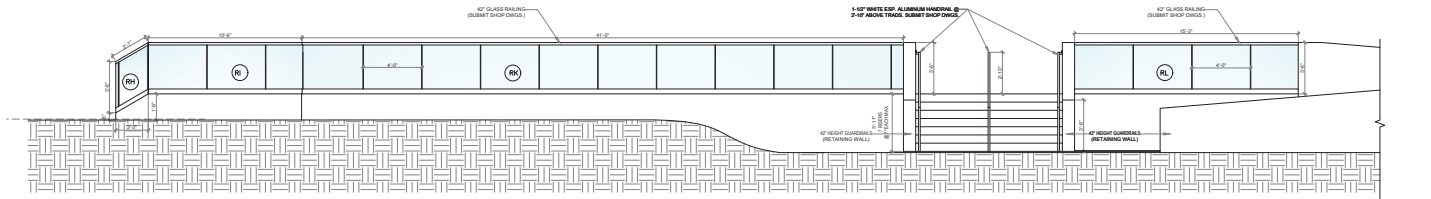
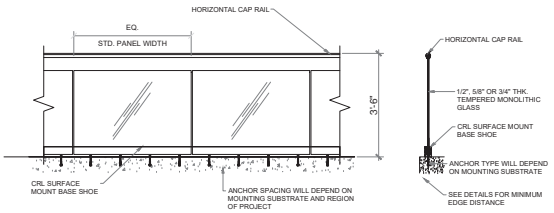
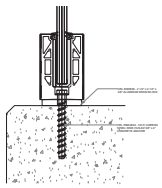


03 NORTH ELEVATION
Scale: 1/4" = 1'



TYPICAL GRS GLASS RAILING
ELEVATION VIEW-SURFACE MOUNT
Scale: 1/4" = 1"



SURFACE MOUNT DETAIL CONCRETE SUBSTRATE W/ DRAIN BLOCK
ANCHOR SPACING WILL DEPEND ON MOUNTING SUBSTRATE AND REGION OF PROJECT
Scale: 1/4" = 1"

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Florida Registration No.: AR96144

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FL 33141

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AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

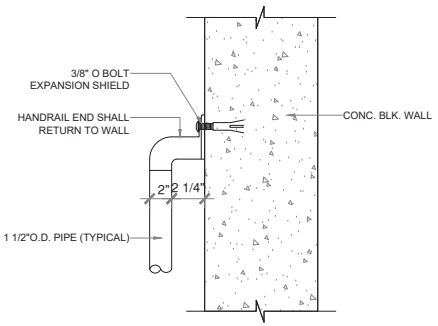
Issue	Issue date / For
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments

DRAWING TITLE:

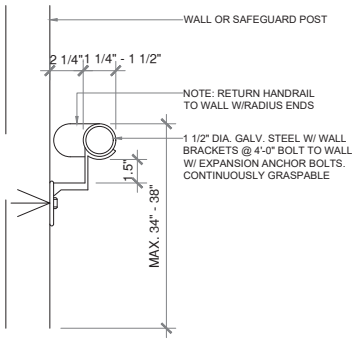
GLASS RAILING SCHEDULE

SHEET ID:

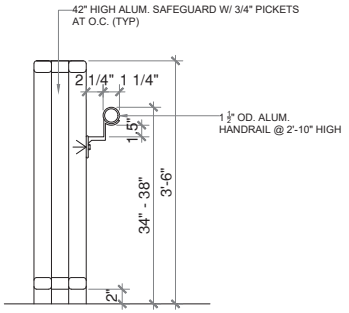
A-7.3



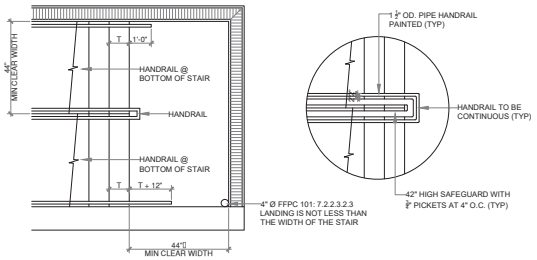
01 HANDRAIL PLAN DETAIL
Scale: 3" = 1'



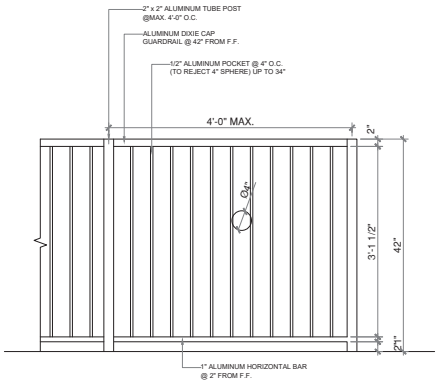
02 HANDRAIL PLAN DETAIL #1
Scale: 3" = 1'



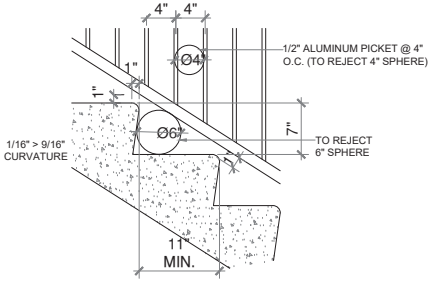
03 HANDRAIL VERT DETAIL
Scale: 1 1/2" = 1'



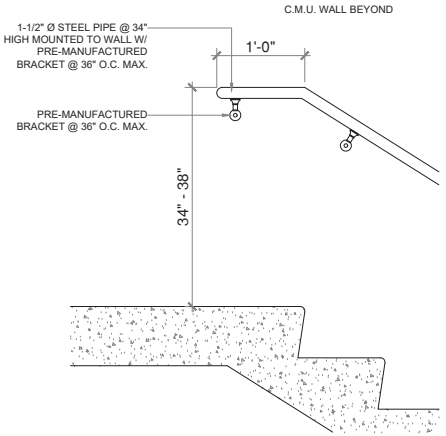
04 HANDRAIL EXTENSION
Scale: 1 1/2" = 1'



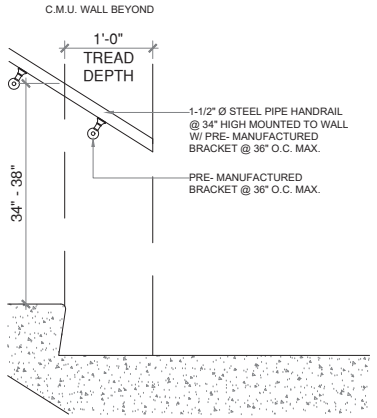
05 GUARDRAIL ELEV. DETAIL
Scale: 1" = 1'



06 TYP. TREAD STAIR DETAIL
Scale: 1 1/2" = 1'



07 TOP HANDRAIL
Scale: 1 1/2" = 1'



08 BOTTOM HANDRAIL
Scale: 1 1/2" = 1'

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Ariel Valdes
Florida Registration No.: AR96144

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1851 GALLEON ST
NORTH BAY VILLAGE,
FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

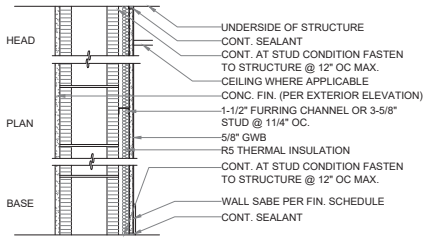
Issue	Issue date / For
01	09.08.25 / City comments

DRAWING TITLE:

HANDRAIL DETAILS

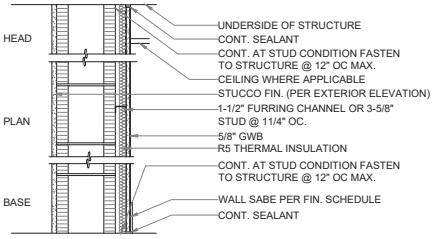
SHEET ID:

A-7.4



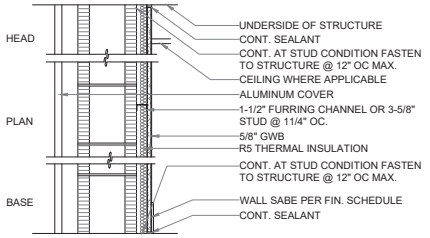
01 P-1 8" CMU WALL EXT-INT CONCRETE FINISH

Scale: 1 1/2" = 1'-0"



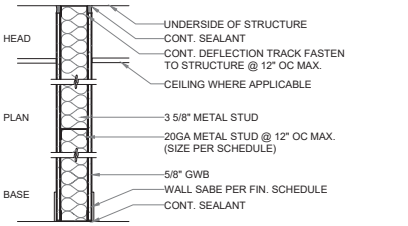
02 P-2 8" CMU WALL EXT-INT 2H FIRE RATED

Scale: 1 1/2" = 1'-0"



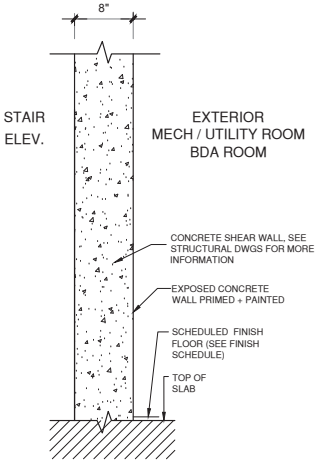
04 P-4 8" CMU WALL / ALUMINUM COVER

Scale: 1 1/2" = 1'-0"



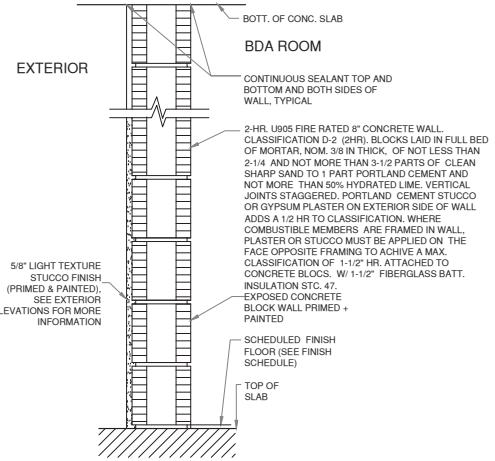
03 P-3 3 5/8" SELF SUPPORTED PARTITION

Scale: 1 1/2" = 1'-0"



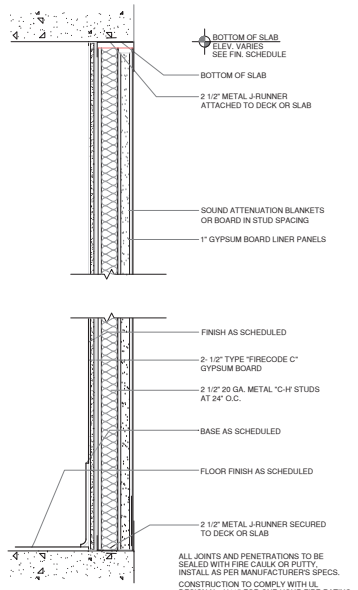
10 P-6 8" CONCRETE WALL INT-EXT 2HR FIRE RATED

Scale: 1 1/2" = 1'-0"



11 P-7 8" CMU WALL INT-EXT 2HR FIRE RATED UL 905

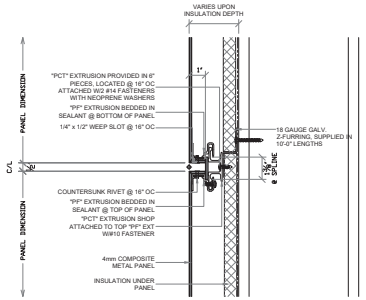
Scale: 1 1/2" = 1'-0"



12 P-8 8" SHAFT WALL 2HR FIRE RATED UL DESIGN 415

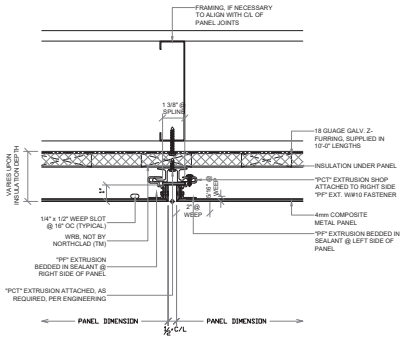
Scale: 1 1/2" = 1'-0"

LOCATIONS: AT SHAFT @ COMMERCIAL/RETAIL AREAS & MECH. SHAFTS



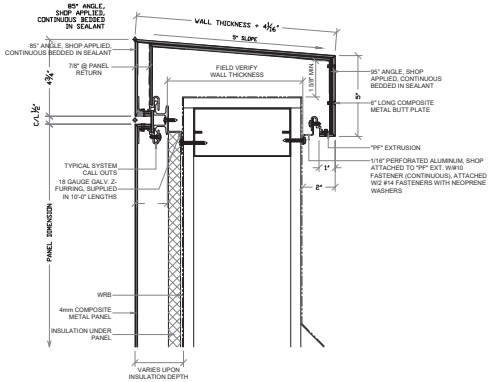
05 P-5 8" CMU WALL INT-INT

Scale: 1 1/2" = 1'-0"



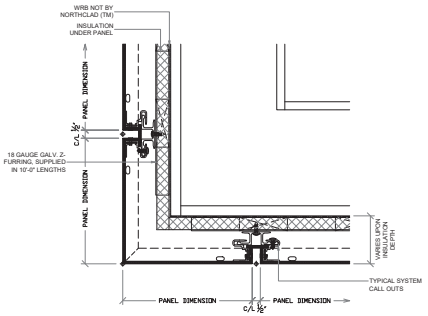
07 ALUMINUM COVER- VERTICAL JOINT

Scale: 3" = 1'-0"



08 ALUMINUM COVER- COPING

Scale: 3" = 1'-0"



09 ALUMINUM COVER- OUTSIDE CORNER

Scale: 3" = 1'-0"

06 ALUMINUM COVER- HORIZONTAL JOINT

Scale: 3" = 1'-0"

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ARIEL VALDES, AIA
AR98144

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OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

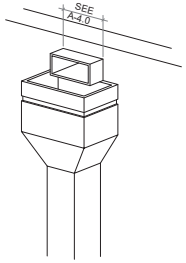
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments

DRAWING TITLE:

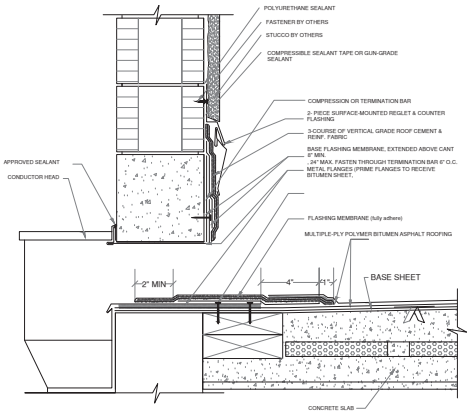
WALL & PARTITION DETAILS

SHEET ID:

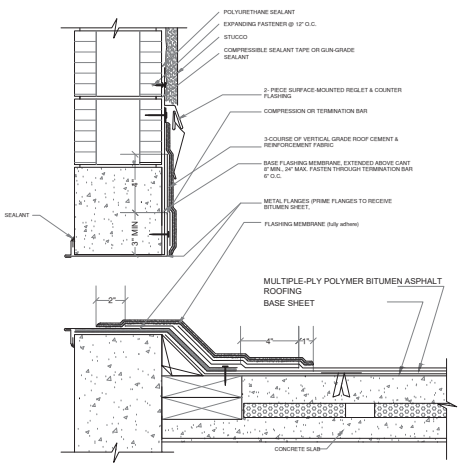
A-8.0



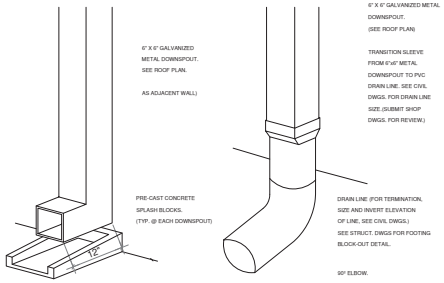
SCUPPER & DONWSPOUT DETAIL N.T.S.



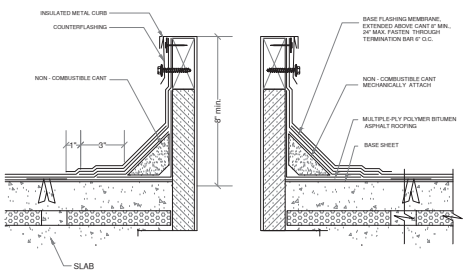
SCUPPER DETAIL



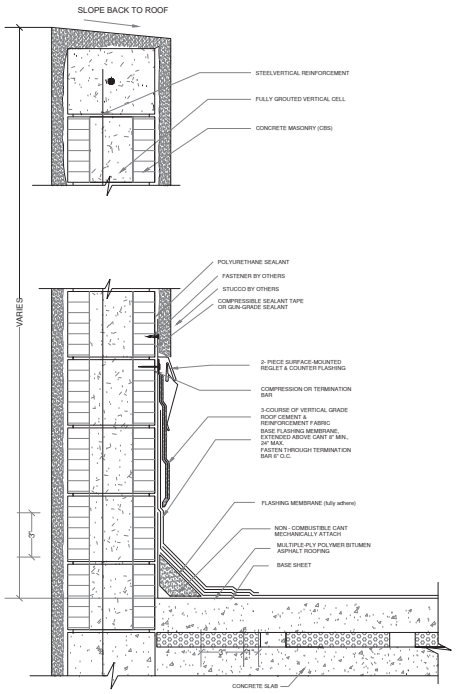
OVERFLOW SCUPPER DETAIL



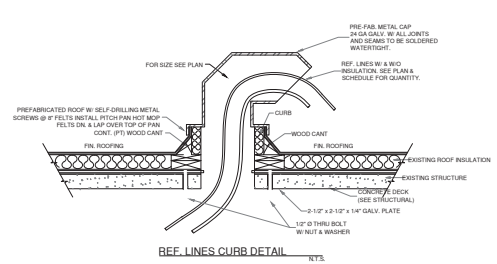
DOWNSPOUT GUARD DETAIL N.T.S.



HVAC CURB DETAIL

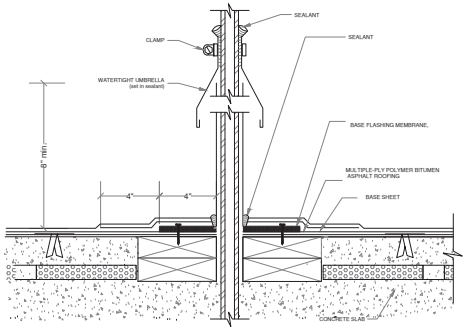


PARAPET DETAIL



REF. LINES CURB DETAIL N.T.S.

REFRIGERANT LINES CURB



PIPE PENETRATION

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ARCHITECT OF RECORD:

STATE OF FLORIDA — ARIEL VALDES — AR96144 — REGISTERED ARCHITECT

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Florida Registration No.: AR96144

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MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

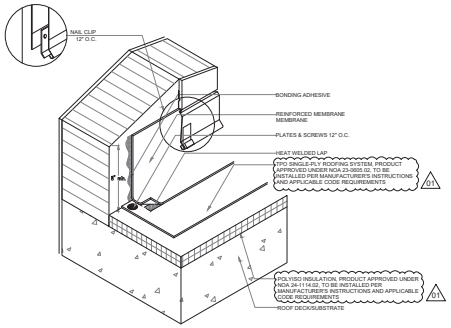
Issue	Issue date / For

DRAWING TITLE:

ROOF DETAIL

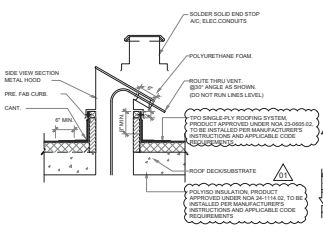
SHEET ID:

A-9.0



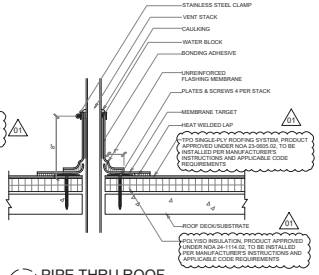
1 WALL FLASHING

SCALE: N.T.S.



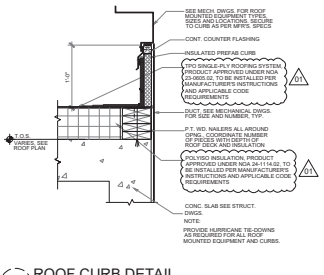
2 PIPE PENETRATION FLASHING

SCALE: N.T.S.



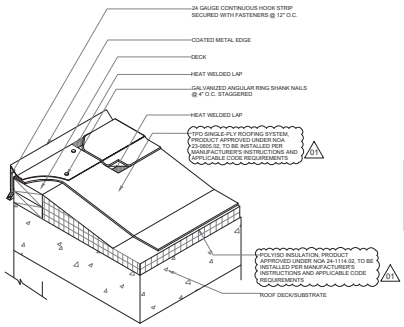
3 PIPE THRU ROOF

SCALE: 1-1/2" = 1'- 0"



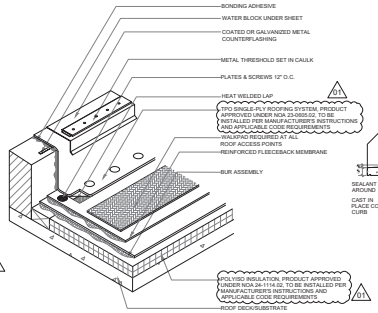
4 ROOF CURB DETAIL

SCALE: 1-1/2" = 1'- 0"



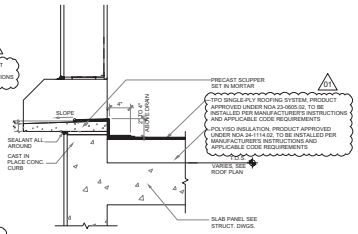
5 ROOF DRIP EDGE FLASHING

SCALE: N.T.S.



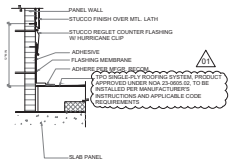
6 THRESHOLD FLASHING DETAIL

SCALE: N.T.S.



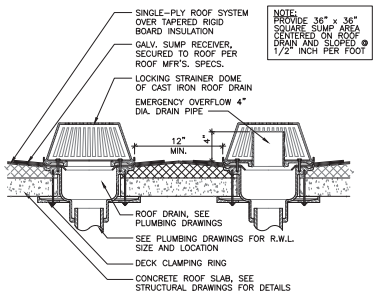
7 EMERGENCY OVERFLOW SCUPPER

SCALE: 1-1/2" = 1'- 0"



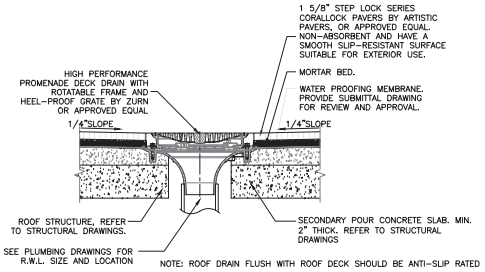
8 WALL FLASHING

SCALE: 1-1/2" = 1'- 0"



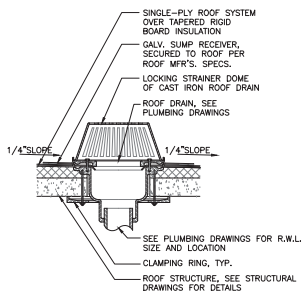
9 ROOF COMBO DRAINAGE DETAIL

SCALE: N.T.S.



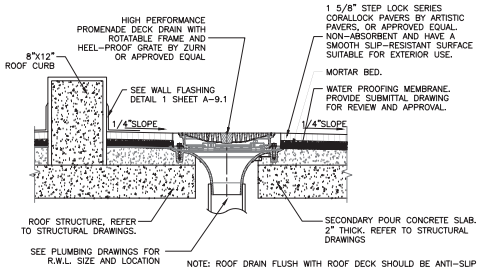
10 FLOOR DRAINAGE DETAIL

SCALE: N.T.S.



11 ROOF DRAIN DETAIL

SCALE: N.T.S.



12 ROOF EMERGENCY OVERFLOW DRAIN DETAIL

05

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Ariel Valdes, AIA
AR96144

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NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

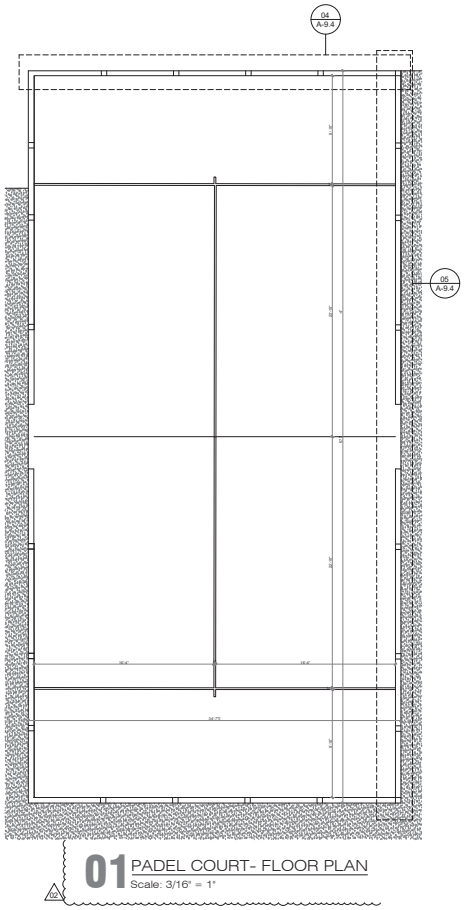
Issue	Issue date / For
01	09.08.25 / City comments
02	12.08.25 / By the Client

DRAWING TITLE:

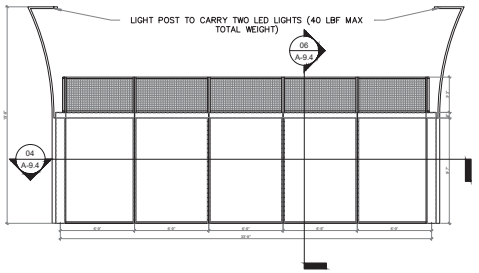
ROOF TYPICAL DETAIL

SHEET ID:

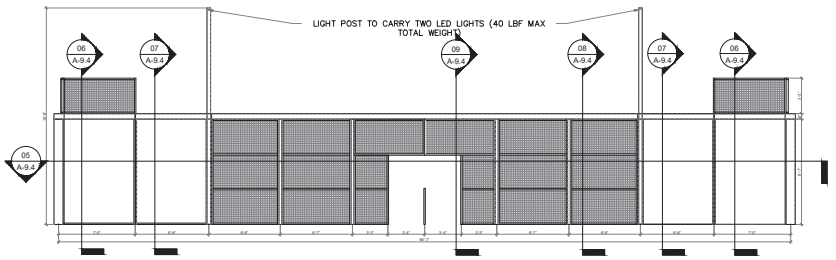
A-9.1



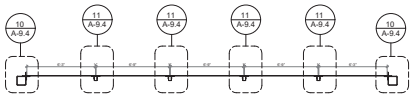
01 PADEL COURT- FLOOR PLAN
Scale: 3/16" = 1"



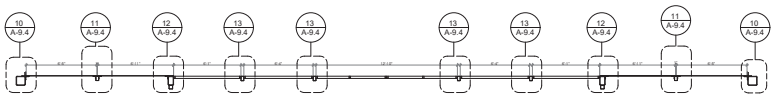
02 PADEL COURT- FRONT ELEVATION
Scale: 3/16" = 1"



03 PADEL COURT- SIDE ELEVATION
Scale: 3/16" = 1"



04 PADEL COURT- SECTION 1
Scale: 3/16" = 1"



05 PADEL COURT- SECTION 2
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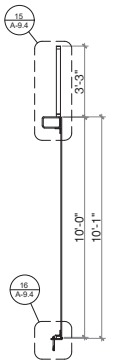
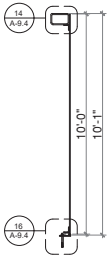


06 SECTION 3
Scale: 3/8" = 1"



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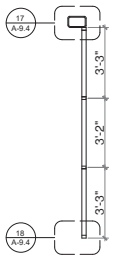

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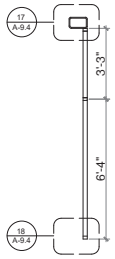

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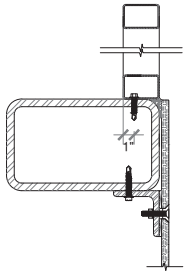
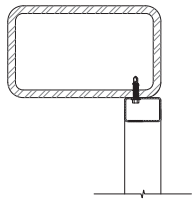


15 DETAIL 6
Scale: 3" = 1'



17 DETAIL 8
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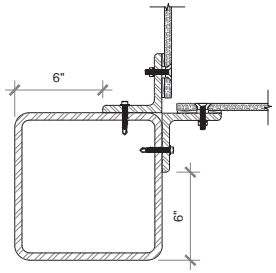

10 DETAIL 1
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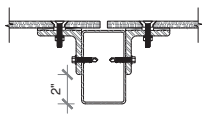

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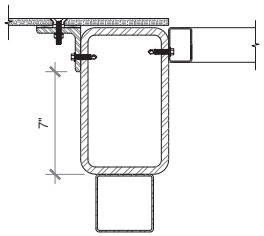
Scale: 3" = 1'



12 DETAIL 3
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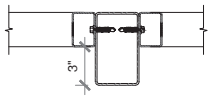

13 DETAIL 4
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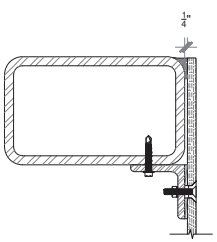
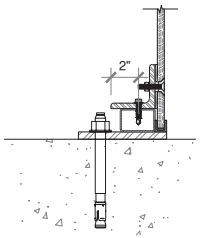
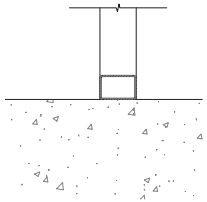


14 DETAIL 5
Scale: 3" = 1'



16 DETAIL 7
Scale: 3" = 1'



18 DETAIL 9
Scale: 3" = 1'

Two30 Studio LLC.
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Ariel Valdes
Florida Registration No.: AR96144

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PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE,
FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

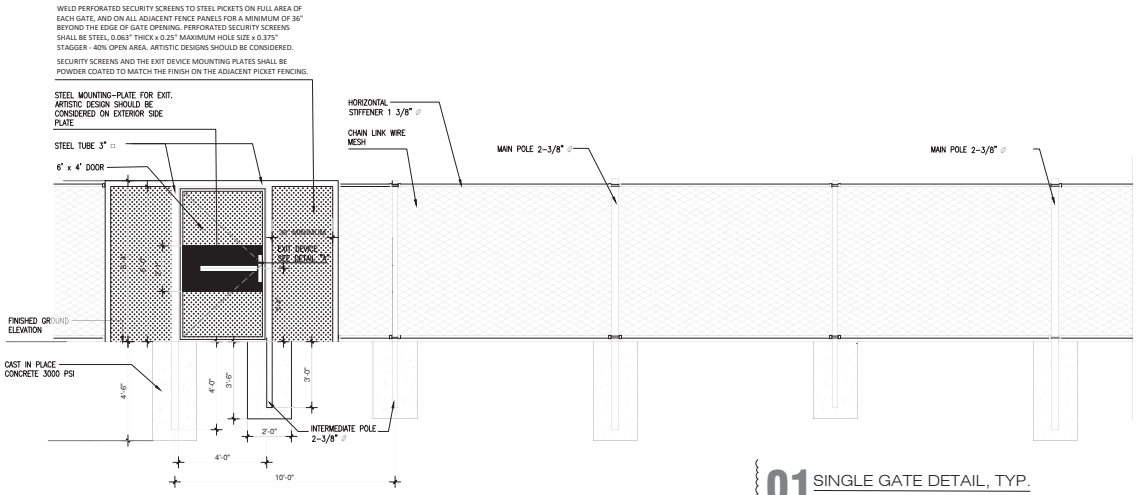
Issue	Issue date / For
02	09.29.25 / City comments

DRAWING TITLE:

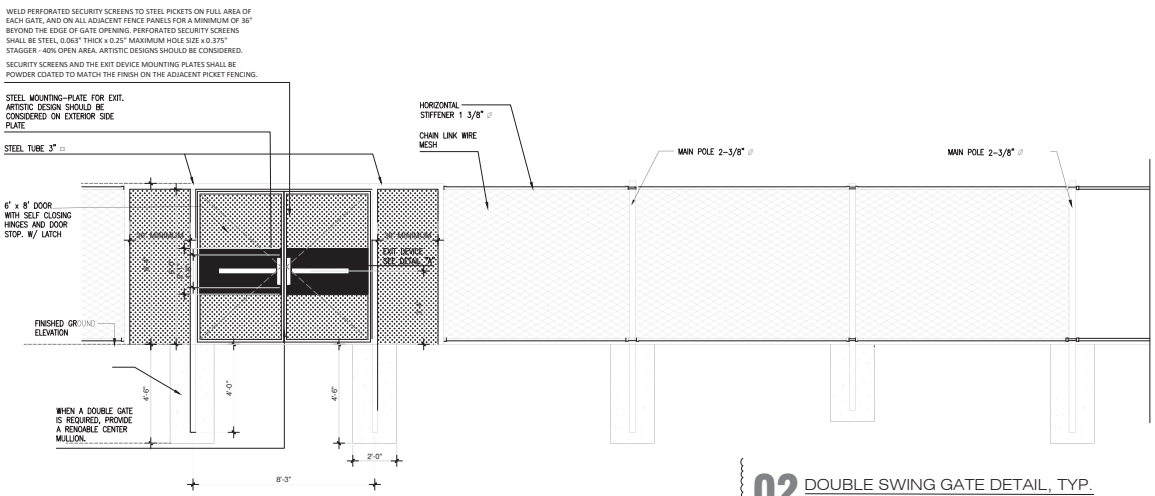
PADDLE COURT DETAILS

SHEET ID:

A-9.4



01 SINGLE GATE DETAIL, TYP.
Scale: 3/8 = 1'-0"



02 DOUBLE SWING GATE DETAIL, TYP.
Scale: 3/8 = 1'-0"

REFERENCE

1. SINGLE GATE
2. DOBLE SWING GATE

NOTES:

ALL MATERIALS, FENCE POSTS, FABRIC AND HARDWARE SHALL BE GALVANIZED STEEL.

ALL FOOTINGS FOR FENCE POSTS SHALL BE 2,500 PSI CONCRETE. FOOTINGS SHALL BE OF DIAMETER 4 TIMES THE LARGEST CROSS-SECTION OF THE POST AND THE DEPTH SHALL BE A MINIMUM OF 24" PLUS AN ADDITIONAL 3" FOR EACH 1 FOOT

INSTALLATION OF FENCE SYSTEMS SHALL FOLLOW ASTM F-567 "STANDARD PRACTICE

GATE MUST BE PROVIDED WITH LOCKING DEVICE AS INTEGRAL PART OF LATCH PERMITTING GATE LEAVES TO BE LOCKED WITH GALVANIZED CHAIN OF SUFFICIENT LENGTH TO WRAP AROUND GATE POSTS AND ALLOW FOR OWNER'S LOC (NIC) TO DAISY CHAIN WITH KNOX PADLOCK (IN CONTRACT).

THE DESIGN OF FENCE FOUNDATIONS AND POLE EMBEDMENT IS BASED ON PRESUMPTIVE SOIL BEARING VALUES IN ACCORDANCE WITH FBC TABLE 1806.2, UNLESS OTHERWISE NOTED, THE ASSUMED LATERAL BEARING PRESSURE IS 100 psf/ft FOR SANDY SOIL.

FENCE POLES SHALL BE CONTRUCTED OF HOT-DIP GALVANIZED STEEL CONFORMING TO ASTM F1083, WITH A MINIMUN YIELD STRENGTH OF 50,000 PSI. ALL STRUCTURAL MEMBERS, INCLUDING MAIN AND INTERMEDIA POLES, SHALL BE DESIGNED TO RESIST WIND LOADS BASED ON A BASIC WIND SPEED OF 170 MPH (ULTIMATE), EXPOSURE CATEGORY C, AND AN IMPORTANCE FACTOR AS PER ASCE 7. CLARIFY DURING CONSTRUTION WHETHER THE POST SYSTEM IS DESIGNED TO BE RIGID OR BREAKAWAY.

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architects@two30studio.com
phones: (786) 870-9233 / (305) 336-0345
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FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	09.08.25 / City comments

DRAWING TITLE:

FENCE DETAILS

SHEET ID:

A-9.5

American Standard

BARRIER FREE

MADERA™ FloWise® 16-1/2" HEIGHT ELONGATED FLUSHOMETER TOILET

VITREOUS CHINA with EVERCLEAN®

MADERA™ FloWise® 16-1/2" HEIGHT ELONGATED with EVERCLEAN®

- Floor mount flushometer valve toilet
- Vitreous china
- High Efficiency, Low Consumption Operates in the range of 1.1 gpf to 1.6 gpf (4.2 lpf to 6.0 Lpf)
- Meets definition of HET (High Efficiency Toilet) when used with a high efficiency flush valve (1.28 gpf or 1.6 / 1.1 gpf dual flush)
- Permanent EverClean® surface inhibits the growth of stain and odor-causing bacteria, mold, and mildew on the surface
- Fully glazed 2-1/8" trapway
- Elongated bowl
- 10" or 12" roughing-in
- 16-1/2" rim height for accessible application
- Condensation channel
- Powerful direct-fed siphon jet action
- 10" x 12" water surface area
- 1-1/2" inlet spud
- 2 bolt caps
- 100% factory flush tested



American Standard

SELECTRONIC® SENSOR-OPERATED TOILET FLUSH VALVE, 1.28 GPF

BATTERY POWERED



WATER EFFICIENT PRODUCT

MODEL NUMBER:

❑ **6065.121.002** Exposed, sensor-operated flush valve for 1-1/2" top spud flushometer bowls, 1.28 gpf.

Inlet includes 1" sweat solder kit and angle stop with back flow protection and vandal-resistant cap.

Outlet includes 1-1/2" high back pressure vacuum breaker with spud coupling and flange.

❑ **6065.525.002** Retrofit Valve Only, 1.28 gpf

OPERATING PRESSURE:
25 psi (flowing) - 80 psi (static)

FLOW REQUIREMENT:
25 gpm (94.6 L/min.)

BATTERY LIFE:
4 years

GENERAL DESCRIPTION:
Exposed, sensor-operated Selectronic® Toilet Flush Valve for floor-mounted or wall-hung 1-1/2" top spud bowls. CR-P2 lithium battery powered.

01 LOW-FLOW PLUMBING FIXTURE. TOILET

Scale: N.T.S.

American Standard

PINTBROOK™ URINAL

VITREOUS CHINA

BARRIER FREE

PINTBROOK™ URINAL

- Vitreous china
- High Efficiency operates in the range of 0.125 gpf to 0.50 gpf (0.47 Lpf/1.9 Lpf)
- Powerful washdown action
- Optimized chinaware contours provide superior splash protection
- 3/4" inlet top spud
- Outlet connection threaded 2" NPT
- Wall hangers included
- Fixture only
- Made in Mexico (NAFTA compliant

❑ **6002.001** Top spud

Nominal Dimensions:
366 x 364 x 575mm
(14-7/16" x 14-5/15" x 22-5/8")

Recommended working pressure – between 20 psi at valve when flushing and 80 psi static



American Standard

SELECTRONIC® SENSOR-OPERATED URINAL FLUSH VALVE, 0.5 GPF

BATTERY POWERED



WaterSense EPA Listed

MODEL NUMBER:

❑ **6063.051.002** Exposed, sensor-operated flush valve for 3/4" top spud urinals, 0.5 gpf.

Inlet includes 3/4" sweat solder kit and angle stop with back flow protection and vandal-resistant cap.

Outlet includes 3/4" high back pressure vacuum breaker with spud coupling and flange.

OPERATING PRESSURE:
20 psi (flowing) - 80 psi (static)

FLOW REQUIREMENT:
10 gpm (37.9 L/min.)

BATTERY LIFE:
4 years @ 4,000 flushes per month

GENERAL DESCRIPTION:
Exposed, sensor-operated Selectronic® Urinal Flush Valve for 3/4" top spud urinals. CR-P2 lithium battery powered.

PRODUCT FEATURES:
• Factory-Installed CR-P2 Lithium Battery

02 LOW-FLOW PLUMBING FIXTURE. URINAL

Scale: N.T.S.



03 ENHANCE HURRICANE RESISTANT STRUCTURE

Scale: N.T.S

DIVISION 5. GREEN BUILDING PROGRAM		
GREEN DESIGN OPTION	**POINTS**	**DESCRIPTION**
WHITE ROOF (ALSO KNOWN AS COOL ROOF)	4	THE ENTIRE ROOF SURFACE MUST BE COVERED IN WHITE/REFLECTIVE COVERING AND PROVIDE AN INITIAL AND 3-YEAR AGED SOLAR REFLECTANCE INDEX (SRI) AS FOLLOWS: • LOW-SLOPED ROOFS WITH A SLOPE LESS THAN OR EQUAL TO 2:12: INITIAL SRI OF 82 AND 3-YEAR AGED SRI OF 64. • STEEP-SLOPED ROOFS WITH A SLOPE GREATER THAN 2:12: INITIAL SRI OF 39 AND 3-YEAR AGED SRI OF 32.
ENHANCED HURRICANE RESISTANT STRUCTURE	4	MEET A WIND LOAD 20 MPH GREATER THAN FLORIDA BUILDING CODE REQUIREMENTS.
LOW-FLOW PLUMBING FIXTURES	4	EPA-LABELED WATERSENSE SHOWERHEADS (2.0 GPM MAX), BATHROOM AND KITCHEN FAUCETS AND AEREATORS (1.5 GPM MAX)
LOW-FLOW PLUMBING FIXTURES	2	ALL OF THE ABOVE PLUS WATERSENSE-LABELED TOILETS (1.28 GPF MAX), URINALS (0.5 GPF MAX)
LOW-FLOW PLUMBING FIXTURES	2	ALL OF THE ABOVE PLUS WATERSENSE-LABELED LANDSCAPE IRRIGATION CONTROLLERS
HIGH-EFFICIENCY LIGHTING	6	100% OF ALL BUILDING LIGHTING IS "HIGH EFFICACY" (DEFINED IN LIGHT OUTPUT PER WATT OF POWER INPUT)
LIGHTING CONTROLS	2	INTERIOR LIGHTING CONTROLS WITH AUTOMATIC SHUT-OFF WHEN DAYLIGHT IS PRESENT
LIGHTING CONTROLS	2	EXTERIOR LIGHTING CONTROLS WITH AUTOMATIC SHUT-OFF WHEN DAYLIGHT IS PRESENT
TOTAL POINTS	26	

02

ESP-2WIRE Controller

TECHNICAL SPECIFICATIONS



2W-1 DECODER

look for WaterSense

WaterSense certified when installed with Rain Bird LNK2 WiFi Module

Rain Bird's controller lineup has been expanded to offer an entry-level, easy to use irrigation controller for residential and light commercial applications. The ESP-2WIRE Controller will accommodate up to 50 stations plus master valve/pump start relay and is suitable for indoor or outdoor applications. The ESP-2WIRE Controller provides flexible scheduling features to accommodate a wide variety of landscape applications. Powerful advanced irrigation features help meet any type of regional watering

EASY TO USE AND INSTALL:

The ESP-2WIRE Controller features decoder auto-address for the controller to detect decoder addresses that are connected to the 2-wire path and automatically assign them to station numbers for significant time savings.

The ESP-2WIRE Controller is compatible with standard direct burial wire between 18 AWG (0.75mm²) and 10 AWG (6.0 mm²) and standard weatherproof irrigation wire connectors. To further simplify installation, there is a grounding lug provided at the controller and field grounding the 2-wire path is not required. Although not required, grounding the 2-wire path is possible with the use of the WM-SD

The ESP-2WIRE Controller mounts with as few as two mounting screws. A guide for 1/2" or 3/4" conduit fittings allows for professional installation of field wires into the cabinet. For larger field wire

FEATURES:

- 50-station capacity standard without the need for expansion modules
- Compatible with standard direct burial irrigation wire and standard irrigation wire connectors
- Decoder Auto-address to detect and assign decoder addresses to stations
- Large LCD display with easy to navigate user interface
- Rain sensor input with bypass capability
- Master valve/pump start compatibility
- Nonvolatile (100 year) storage memory
- Supports two 2-wire paths
- Diagnostic LEDs on the back plane and on each 2W-1 Decoder

SCHEDULING FEATURES:

- Program based scheduling with 4 individual programs and 6 independent start times per program for 24 total start times
- Watering schedule options: Custom Days of the week, ODD or EVEN calendar days, or Cyclic (every 1 – 30 days)

OPERATING SPECIFICATIONS:

Station timing
1 minute to 6 hours

Seasonal Adjust
5% to 200%

Max operating temperature
149°F (65°C)

ELECTRICAL SPECIFICATIONS:

Input required
120VAC (±10%) @ 60Hz
230VAC (+/- 10%) @ 50/60Hz (International Models)

Output
1.0A at 25.5VAC

- Master Valve/Pump Start Relay
- External battery back-up not required. Nonvolatile memory permanently saves the current programming.

DIMENSIONS:

Width:10.7 in. (27.2 cm)
Height: 7.7 in. (19.5 cm)
Depth: 4.4 in. (11.2 cm)

CERTIFICATIONS

- 120 VAC Models: cULus, FCC Part 15, NOM
- 230VAC Models: CE, UKCA, RCM, IRAM, CMIM, NRCS, ECAS
- IPX4
- WaterSense certified when installed with Rain Bird LNK WiFi Module
- Meets EPA criteria for high-performing, water-efficient products.

HOW TO SPECIFY:

Compatible Decoder: 2W-1

ESP-2WIRE Models
ESP-2WIRE (120V)
ESP-2WIRE-230V
ESP-2WIRE-AUS

04 LOW-FLOW PLUMBING FIXTURE. IRRIGATION CONTROLER

Scale: N.T.S

Environmental Product Declaration

GAF EverGuard® TPO Membrane

Single Ply Roofing Membrane (TPO)

GAF NSF Certified Environmental Product Declaration

According to ISO 14025, ISO 14044, and ISO 21930:2017

Technical Data

This product-specific EPD was developed based on the cradle-to-gate with options (modules A1-A5, C1-C4) Life Cycle Assessment. The EPD accounts for raw material extraction and processing, transport, product manufacturing, distribution, installation, and disposal. Manufacturing data were gathered directly from company personnel. For any product group EPDs, an impact assessment was completed for each product. Product grouping was considered appropriate if the individual product impacts differed by no more than ±10% in any impact category. Average product representations were determined by conducting a weighted average of the manufacturing inventory based on total production in the reference year. Product formulations are consistent between different thicknesses of a product group and across various manufacturing sites.

Physical Properties	ASTM Test Method	ASTM D6878 Minimum	EverGuard-Typical Test Data*
Nominal Thickness	ASTM D751	0.039" (min.) (0.99 mm)	0.060" (1.52 mm)
Breaking Strength	ASTM D751 Grab Method	220 lbf/in. (38.5 kn/m)	400 lbf x360 lbf (596 x 536 kg/m)
Factory Seam Strength	ASTM D751	66 lbf (98.34 kg/m)	145 lbf (membrane failure) (216 kg/m)
Elongation at Break	ASTM D751	15%	30%
Heat Aging	ASTM D573	90% Retention of Breaking Strength and	1
Tear Strength	ASTM D751 8" x 8" (203 x 203 mm) Sample	55 lbf (81.95 kg/m)	70 lbf x 130 lbf (104 x 194 kg/m)
Puncture Resistance	FTM 101C Method 2031	Not Established	>380 lb. 172 kg)
Cold Brittleness	ASTM D2137	-40°C	-40°C
Permeance	ASTM E96	Not Established	<0.08 Perms
Dimensional Change	ASTM D1204 @158°F (70°C), 6 hrs.	+/-1%	0.4%
Water Absorption	ASTM D471 @158°F (70°C), 1 week	+/-3.0% (top coating only)	0.7%
Hydrostatic Resistance	ASTM D751 Method D	Not Established	430 psi
Ozone Resistance	ASTM D1149	No cracks @ 7 x magnification	No visible deterioration @ 7 x magnification
SRI (Solar Reflectance Index) Initial/Aged	N/A	N/A	94/81 83 Aged Title 24
Reflectivity (white) Initial/Aged	ASTM C1549 ASTM E903	N/A N/A	0.76/0.68 81.9% Reflectance
Emissivity (white) Initial/Aged	ASTM C1371 ASTM E403	N/A N/A	0.90/0.85
Weather Resistance	ASTM G155/D6878	10,080 KJ/(m² nm) at 340 nm	>25,000 KJ/(m² nm) at 340 nm
Heat Aging	ASTM D573	≤5.0% Weight change after 8 Weeks @ 275° F	Pass
Thickness Above Scrim	ASTM D7635	0.015"	24.1 mil (Nominal)

05 WHITE ROOF (ALSO KNOWN AS COOL ROOF)

Scale: N.T.S

NOTE: ALL THE PLUMBING FIXTURES WILL BE WATERSENSE LABELED AS SHOWN ON PLAN OR APPROVED EQUAL.

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ARCHITECT OF REC. (A/C):

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Date: 2026.02.05 00:15:53 -05'00'
Ariel Valdes, AIA
Florida Registration No.: AR96144

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PROJECT ADDRESS:

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OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

Issue	Issue date / For
01	10.10.25 / City comments
02	10.22.25 / City comments

DRAWING TITLE:

GREEN BUILDING PROGRAM

SHEET ID:

A-9.6

OCCUPANCY LOAD (FBC 1004.5) (NFPA 7.3.1.2)

LEVEL	NAME	USE	AREA	OCCUPANCY FACTOR FBC	OCCUPANCY FACTOR NFPA	OCCUPANCY LOAD FBC	OCCUPANCY LOAD NFPA
GROUND	COURTS	ASSEMBLY	15,258	-	50	-	306
GROUND	PADDLE AND SOCCER OFFICE	BUSINESS	109	150	150	1	1
GROUND	OFFICE		100	150	150	1	1
GROUND	PARK AND RECREATION NBV		140	150	150	1	1
GROUND	OFFICE #1		343	150	150	3	3
GROUND	SERVICE ROOM/ STORAGE	STORAGE	275	500	500	1	1
GROUND	ELECTRICAL ROOM		44	500	500	1	1
GROUND	OFFICE STORAGE		275	500	500	1	1
GROUND	ELECTRICAL ROOM		146	500	500	1	1
GROUND	ASSEMBLY AREA	ASSEMBLY	935	15	7	63	134
GROUND	LOBBY AREA		240	15	15	16	16
SECOND	FLEXIBLE ROOM	ASSEMBLY	635	15	15	42	42
SECOND	FLEXIBLE ROOM		842	15	15	56	56
SECOND	FLEXIBLE ROOM		621	15	15	42	42
SECOND	OPEN OFFICE	BUSINESS	2,079	50	50	42	42
SECOND	OFFICE (LOUNGE ROOM)		271	50	50	6	6
SECOND	STORAGE	STORAGE	113	500	500	1	1
SECOND	MECHANICAL ROOM		127	500	500	1	1
THIRD	OPEN OFFICE	BUSINESS	4,028	50	50	81	81
THIRD	OFFICE		600	150	150	4	4
THIRD	STORAGE	STORAGE	113	500	500	1	1
THIRD	MECHANICAL ROOM		127	500	500	1	1
ROOFTOP	ROOF TERRACE	ASSEMBLY	1,534	15	15	102	102
ROOFTOP	VESTIBULE	ASSEMBLY	136	15	15	4	4
ROOFTOP	ROOF	STORAGE	3,694	500	500	8	8
ROOFTOP	ERRCS/BDA ROOM	STORAGE	145	500	500	1	1
ROOFTOP	STORAGE		136	500	500	1	1

PLUMBING FIXTURE CALCULATION (FPC CHAPTER 4, TABLE 403.1)

NUMBER	CLASIFICATION	OCCUPANCY LOAD	WATER CLOSET REQUIRED		WATER CLOSET PROVIDED		LAVATORIES REQUIRED		LAVATORIES PROVIDED		DRINKING FOUNTAIN REQUIRED	DRINKING FOUNTAIN PROVIDED
			MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE		
GROUND LEVEL	OFFICE	3 PER GENDER	0.12	0.12			0.07	0.07				
	ASSEMBLY	75 PER GENDER	1.0	1.0			0.37	0.37				
	STORAGE	2 PER GENDER	0.02	0.02			0.02	0.02				
SECOND LEVEL	OFFICE	24 PER GENDER	0.96	0.96			0.6	0.6				
	ASSEMBLY	70 PER GENDER	0.93	0.93			0.35	0.35				
	STORAGE	1 PER GENDER	0.01	0.01			0.01	0.01				
THIRD LEVEL	OFFICE	42 PER GENDER	1.68	1.68			1.05	1.05				
	STORAGE	1 PER GENDER	0.01	0.01			0.01	0.01				
ROOFTOP	STORAGE	5 PER GENDER	0.05	0.05			0.05	0.05				
	ASSEMBLY	53 PER GENDER	0.70	0.70			0.26	0.26				
			5.48	5.48	9.00	10.00	2.79	2.79	13.00	12.00	3.00	3.00

OCCUPANCY CLASSIFICATION

BUSINESS (B)
ASSEMBLY (A-3)
STORAGE (S-2)

CONSTRUCTION TYPE

II-B CONSTRUCTION TYPE

APPLICABLE CODES:

FLORIDA BUILDING CODE 8TH EDITION (2023).

FLORIDA FIRE PREVENTION 8TH EDITION (2023)
BASED ON: NFPA FIRE CODE, 2021 EDITION
& NFPA 101 LIFE SAFETY CODE, 2021 EDITION.

MIAMI DADE ZONING CODE OF ORDINANCE.

NORTH BAY VILLAGE CODE OF ORDINANCE.

OCCUPANCY LOAD PER LEVEL (FBC 1004.5) (NFPA 7.3.1.2)

LEVEL	OCCUPANT LOAD
GROUND	160
SECOND	190
THIRD	86
ROOFTOP	116
TOTAL	552

BUILDING AREA (GROSS AREA)

LEVEL	AREA
GROUND	4,615
SECOND	6,443
THIRD	6,443
ROOFTOP	6,443
TOTAL	23,944

CONSTRUCTION TYPE

II-B ALLOWABLE AND PROVIDED BUILDING HEIGHT (FBC 504.3)		
USE	ALLOWED	PROVIDED
BUSINESS (B)	55'-0"	55'-0"
ALLOWABLE AND PROVIDED BUILDING AREA (FBC 506.2)		
BUSINESS (B)	69,000	23,944
ALLOWABLE AND PROVIDED NUMBER OF STORIES (FBC 504.4)		
BUSINESS (B)	4	3

FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS (IN HOURS)

BUILDING ELEMENTS	TYPE II B
PRIMARY STRUCTURE FRAME	0
BEARING WALLS	
EXTERIOR	0
INTERIOR	0
NONBEARING WALLS AND PARTITIONS EXTERIOR	
NONBEARING WALLS AND PARTITIONS INTERIOR	0
FLOOR CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	0
ROOF CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS	0

FIRE SEPARATION BASED ON OCCUPANCY (FBC 508.4) SPRINKLERED BUILDING

GROUP	ASSEMBLY	BUSINESS	STORAGE
ASSEMBLY	NOT REQUIRED	1	NOT REQUIRED
BUSINESS	1	NOT REQUIRED	NOT REQUIRED
STORAGE	NOT REQUIRED	NOT REQUIRED	NOT REQUIRED

INTERIOR FINISHES REQUIREMENTS BY OCCUPANCY (FBC 803.13) SPRINKLERED BUILDING

GROUP	INTERIOR EXIT STAIRWAYS AND RAMP EXIT PASSAGEWAYS	CORRIDORS AND ENCLOSURE FOR EXIT ACCESS STAIRWAYS AND RAMPS	ROOMS AND ENCLOSED SPACES
ASSEMBLY	B	B	C
BUSINESS	B	C	C
STORAGE	C	C	C

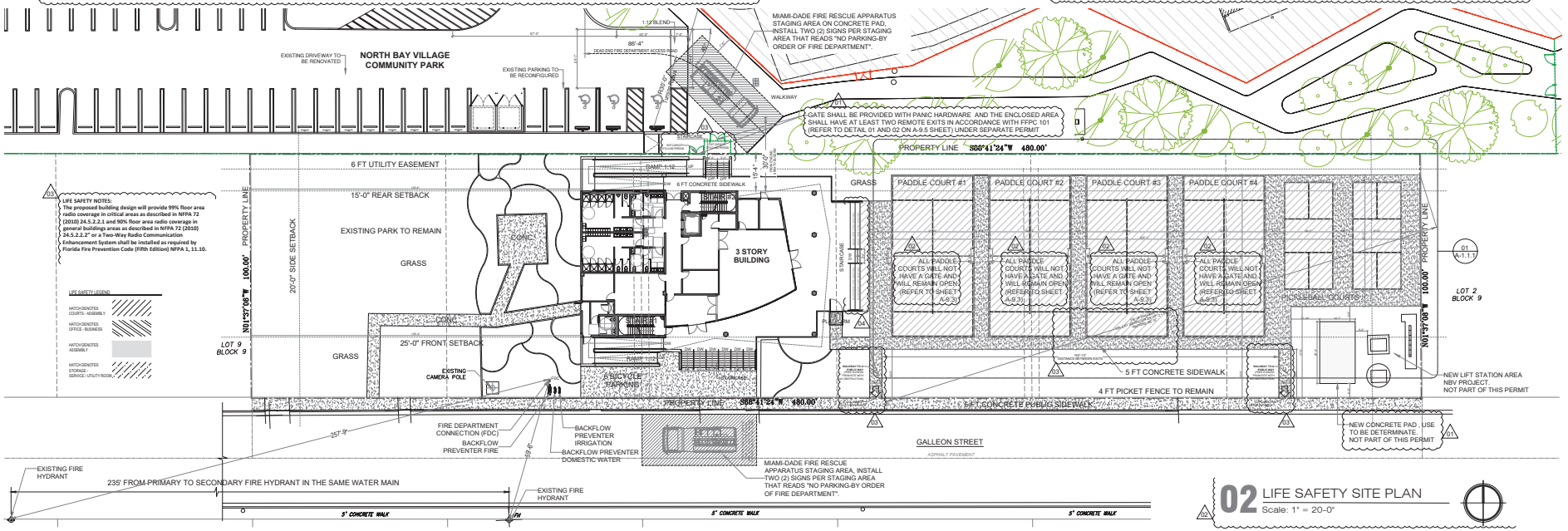
EXIT ENCLOSURE	CLASS "II"
EXIT ACCESS CORRIDORS AND OTHER EXIT WAYS	CLASS "II"
ROOMS AND ENCLOSED SPACES	CLASS "II"

EGRESS WIDTH PER OCCUPANCY REQUIRED (FBC 1005.1)

LEVEL	OCCUPANT LOAD	EGRESS FACTOR	EGRESS WIDTH REQUIRED	EGRESS WIDTH PROVIDED
GROUND LEVEL	160	0.2	32	216
SECOND LEVEL	190	0.2	38	68
THIRD LEVEL	87	0.2	17.4	68
ROOFTOP	116	0.2	23.2	68

STAIR EGRESS WIDTH PER OCCUPANT REQUIRED (FBC 1005.1)

LEVEL	OCCUPANT LOAD	EGRESS FACTOR	EGRESS WIDTH REQUIRED	EGRESS WIDTH PROVIDED
SECOND LEVEL	190	0.3	57	48 (each stair)
THIRD LEVEL	87	0.3	26.1	48 (each stair)
ROOFTOP	116	0.3	34.8	48 (each stair)



02 LIFE SAFETY SITE PLAN
Scale: 1" = 20-0"

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DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195
DESIGNED BY: O. GONZALEZ / N. SANTAMARIA
DRAWN BY: N. SANTAMARIA / A. MURGA
CHECKED BY: A. VALDES
DATE: 07/30/2025

REVISIONS

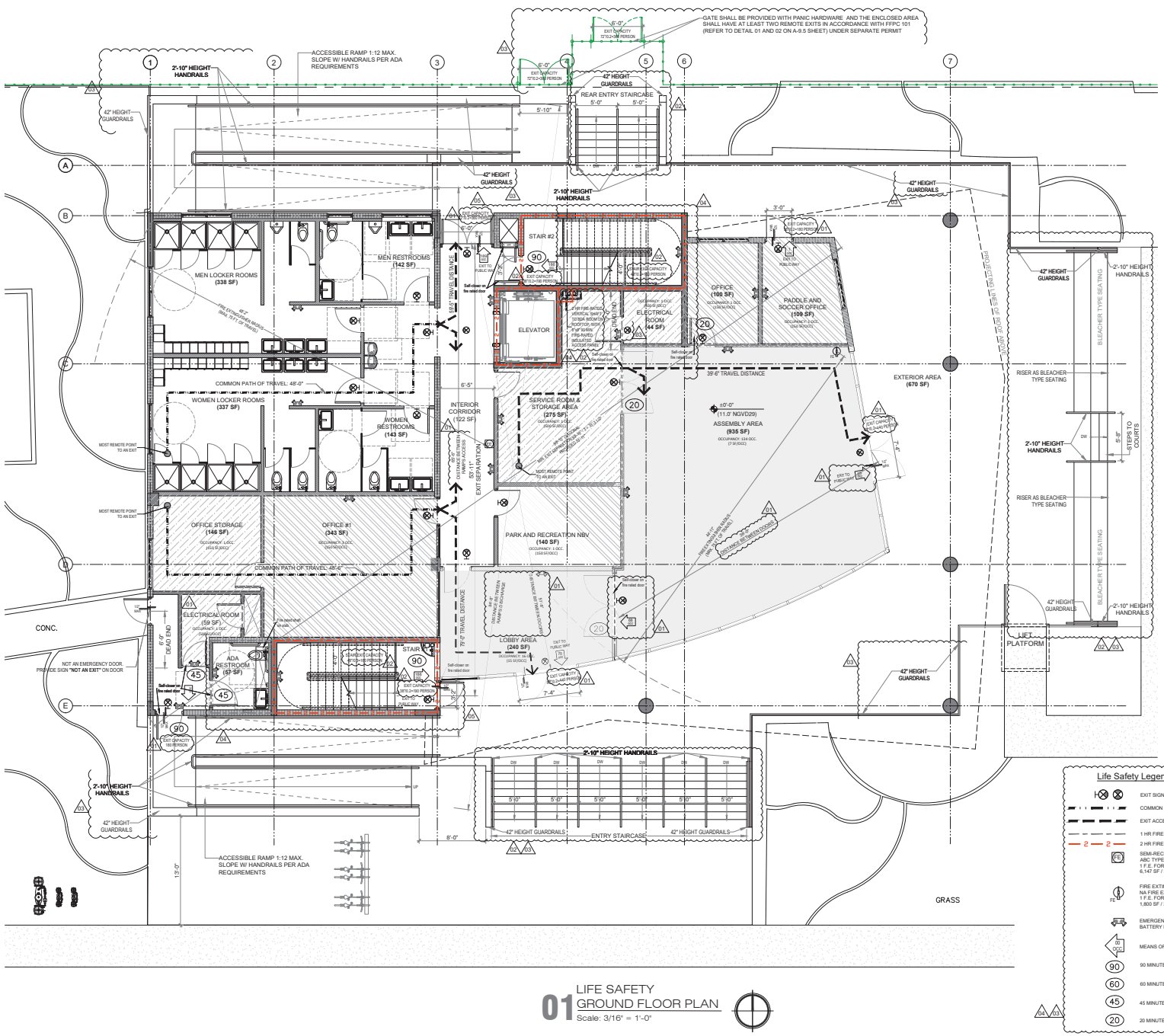
Issue	Issue date / For
01	09.08.25 / City comments
02	09.30.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments
05	12.08.25 / By the Client

DRAWING TITLE:

LIFE SAFETY SITE PLAN

SHEET ID:

LS-1.0



01 LIFE SAFETY GROUND FLOOR PLAN
Scale: 3/16" = 1'-0"

LIFE SAFETY NOTES:

1. 2023 FLORIDA BUILDING CODE, BUILDING, 8TH EDITION
2. THIS IS AN NEW BUILDING PROTECTED THROUGHOUT BY AN APPROVED FIRE SPRINKLER SYSTEM
3. **GROUND FLOOR** OCCUPANT LOAD:

PADDLE OFFICE	109 SF / 150	1 OCCUPANTS
OFFICE	100 SF / 150	1 OCCUPANTS
PARK AND RECREATION	140 SF / 150	1 OCCUPANTS
OFFICE #1	343 SF / 150	3 OCCUPANTS
SERV. ROOM/ STORAGE	275 SF / 500	1 OCCUPANTS
ELECTRICAL ROOM	44 SF / 500	1 OCCUPANTS
OFFICE STORAGE	275 SF / 500	1 OCCUPANTS
ELECTRICAL ROOM	140 SF / 500	1 OCCUPANTS
ASSEMBLY AREA	935 SF / 7	134 OCCUPANTS
LOBBY AREA	240 SF / 15	16 OCCUPANTS
TOTAL OCC. LOAD		160 OCCUPANTS

4. EGRESS DATA:
   - NUMBER OF EXITS:
     2 REQUIRED
     3 PROVIDED
   - BUSINESS OCCUPANCY WITH SPRINKLER SYSTEM:
     MAXIMUM TRAVEL DISTANCE - 300'
     - MAX. TRAVEL DISTANCE PROVIDED: 79'-0"
     MAXIMUM COMMON PATH - 100'
     - MAX. COMMON PATH PROVIDED: 48'-6"
     MAXIMUM DEAD END CORRIDOR - 50'
     - MAX. DEAD END PROVIDED: 6'-9"
   - ASSEMBLY WITH SPRINKLER SYSTEM:
     MAXIMUM TRAVEL DISTANCE - 250'
     - MAX. TRAVEL DISTANCE PROVIDED: 39'-6"
     MAXIMUM COMMON PATH - 75'
     - MAX. COMMON PATH PROVIDED: N/A
     MAXIMUM DEAD END CORRIDOR - 50'
     - MAX. DEAD END PROVIDED: 7'-0"
5. MINIMUM CORRIDOR REQUIRED WIDTH = 3'-8"
   MINIMUM CORRIDOR PROVIDED WIDTH = 6'-5"
6. DOOR WIDTH MIN REQUIRED 32" CLEAR MINIMUM PROVIDED 32"
7. EXIT DOOR NOTE: ALL EXIT DOORS SHALL BE ARRANGED TO BE OPENED READILY FROM THE EGRESS SIDE WHENEVER THE BUILDING IS OCCUPIED. LOCKS IF PROVIDED, SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE, OR EFFORT FOR OPERATION FROM THE INSIDE OF THE BUILDING, IN ACCORDANCE w/ SECTION 7.2.1.5.1 OF THE NFPA 101 LIFE SAFETY CODE (2021 EDITION) PROVIDE SIGN POSTING "DOORS WILL REMAIN UNLOCK WHILE BUSINESS IS OCCUPIED" MEANS OF EGRESS DOORS AND HARDWARE TO BE ACCESSIBLE AND SHOULD HAVE PANIC HARDWARE (DOOR-LATCHING ASSEMBLY INCORPORATING A DEVICE THAT RELEASE THE LATCH UPON THE APPLICATION OF A FORCE IN THE DIRECTION OF EGRESS TRAVEL).
8. POSTING OF OCCUPANT LOAD SIGN: ASSEMBLY AREA SHALL HAVE THE OCCUPANT LOAD OF THE ROOM POSTED NEAR THE MAIN EXIT OR EXIT ACCESS DOORWAY AS PER FBC (2023 8TH EDITION) CHAPTER 10
9. 1 HR FIRE RATED DOOR AT STAIR - OFFICE EGRESS
10. 1 HR FIRE RATED WALLS AT STAIR - OFFICE PARTITIONS
11. ALL GLASS IN WINDOWS AND DOORS IS CATEGORY II SAFETY GLASS
12. 1/2" MAX IN HEIGHT AT DOOR THRESHOLDS IN ACCORDANCE WITH NFPA 101: 7.2.1.3.3.
13. BUILDING ENTRANCES AND WALKING SURFACES IN MEANS OF EGRESS SHALL BE ON AN ACCESSIBLE ROUTE WITH CHANGES IN ELEVATION NOT EXCEDING 1/4". CHANGES IN ELEVATION GREATER THAN 1/4" BUT NOT EXCEEDING 1/2" SHALL BE BEVELED WITH A SLOPE OF 1 IN 2 AS PER FFPC 101 7.1.6.2
14. ALL PROPOSED AUTOMATIC LIGHTING CONTROL DEVICES SHALL COMPLY WITH NFPA 101: 7.8.1.2.2 (1) THROUGH (7)
15. TOP OF FIRE EXTINGUISHER NOT TO EXCEED 5 FT. ABOVE FINISH FLOOR.
16. PROVIDE SUPPORTS AND BACKING FOR ALL WALL MOUNTED FIXTURES AND ACCESSORIES.
17. ALL EXIT SIGNS ARE SPACED 75' O.C. MAXIMUM, TYPICAL
18. SEPARATE PERMIT REQUIRED FOR FIRE SPRINKLER WORK
19. THE PROPOSED BUILDING DESIGN WILL PROVIDE 99% FLOOR AREA RADIO COVERAGE IN CRITICAL AREAS AS DESCRIBED IN N 72 (2010) 24.5.2.2.1 AND 90% FLOOR AREA RADIO COVERAGE IN GENERAL BUILDINGS AS DESCRIBED IN NFPA 72 (2010) 24.2.2.2
20. OCCUPANCY SENSORS SHALL COMPLY WITH FFPC 101:7.8.1.2.2.
21. EXITS SIGNS SHALL BE ABOVE EXIT DOORS, WITHIN ROOM AND IN THE EXIT ACCESS
22. DOORS WITH PANIC HARDWARE ARE REQUIRED IN ASSEMBLY AREAS WITH OCCUPANT LOADS OF 100 OR MORE
23. PANIC HARDWARE WILL BE PROVIDED IN ALL SECONDARY EXIT DOORS AND GATES FFPC101:12.2.2.3
24. BDA RISER ACCESS PANEL:
    Provide UL-listed 8"×8" 1½-hour fire-rated access panel in 2-hour BDA shaft wall for system maintenance.
    Panel shall be labeled "BDA RISER ACCESS – FIRE-RATED," installed with fire-rated sealant, and remain normally closed.
    Comply with FBC 713.13 and NFPA 1225 §9.6.11.

Life Safety Legend

- EXIT SIGN
- COMMON PATH OF EGRESS TRAVEL
- EXIT ACCESS TRAVEL DISTANCE
- 1 HR FIRE RATING WALL
- 2 HR FIRE RATING WALL
- SEMI-RECESSED FIRE EXTINGUISHER CABINET, WITH ABC TYPE NA FIRE EXTINGUISHER. 1 F.E. FOR EACH 3,000 SQ. FT., MAX. 75 FT. OF TRAVEL. 6,147 SF / 3000 = 2 REQUIRED - 2 PROVIDED
- FIRE EXTINGUISHER BRACKET MOUNTED, WITH ABC TYPE NA FIRE EXTINGUISHER. 1 F.E. FOR EACH 3,000 SQ. FT., MAX. 75 FT. OF TRAVEL. 1,800 SF / 3000 = 1 REQUIRED - 1 PROVIDED
- EMERGENCY BACKUP LIGHT FIXTURE WITH 90 MINUTE BATTERY BACK-UP
- MEANS OF EGRESS CAPACITY
- 90 MINUTES DOOR WITH CLOSER
- 60 MINUTES DOOR WITH CLOSER
- 45 MINUTES DOOR WITH CLOSER
- 20 MINUTES DOOR WITH CLOSER

- HATCH DENOTES COURTS - ASSEMBLY
- HATCH DENOTES OFFICE - BUSINESS
- HATCH DENOTES ASSEMBLY
- HATCH DENOTES STORAGE - SERVICE / UTILITY ROOM

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ARCHITECT OF RECORD

Digitally signed by Ariel Valdes
Date: 2026.02.05 00:20:25 -05'00'
Ariel Valdes, AIA
Florida Registration No.: AR96144

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ARIEL VALDES, AR96144 ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED COPIES.

PROJECT NAME:

NORTH BAY VILLAGE COMMUNITY CENTER

PROJECT ADDRESS:

1851 GALLEON ST
NORTH BAY VILLAGE, FL 33141

OWNER / CLIENT:

AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

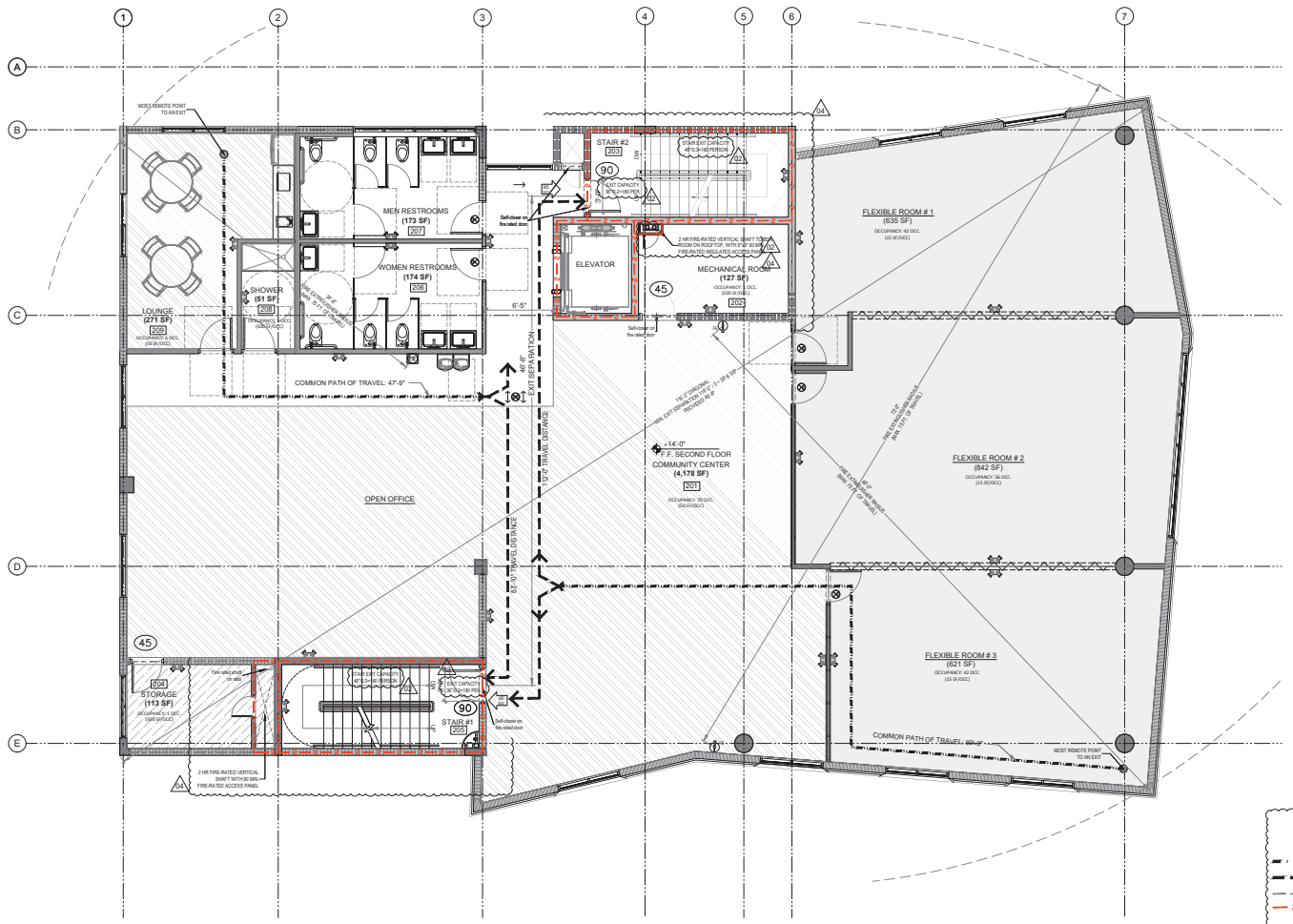
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments
05	12.08.25 / By the Client

DRAWING TITLE:

GROUND FLOOR LIFE SAFETY PLAN

SHEET ID:

LS-2.0



LIFE SAFETY
01 SECOND FLOOR PLAN
Scale: 3/16" = 1'-0"

LIFE SAFETY NOTES:

1. 2023 FLORIDA BUILDING CODE, BUILDING, 8TH EDITION
2. THIS IS AN NEW BUILDING PROTECTED THROUGHOUT BY AN APPROVED FIRE SPRINKLER SYSTEM
3. **SECOND FLOOR** OCCUPANT LOAD:

ASSEMBLY (FLEXIBLE ROOM #1)	635 SF / 15	42 OCCUPANTS
ASSEMBLY (FLEXIBLE ROOM #2)	842 SF / 15	56 OCCUPANTS
ASSEMBLY (FLEXIBLE ROOM #3)	621 SF / 15	42 OCCUPANTS
OPEN OFFICE	2,079 SF / 50	42 OCCUPANTS
OFFICE (LOUNGE ROOM)	271 SF / 50	6 OCCUPANTS
STORAGE	113 SF / 500	1 OCCUPANTS
MECHANICAL ROOM	127 SF / 500	1 OCCUPANTS
TOTAL OCC. LOAD		190 OCCUPANTS

4. EGRESS DATA:
   - NUMBER OF EXITS:
     2 REQUIRED
     2 PROVIDED
   - BUSINESS OCCUPANCY WITH SPRINKLER SYSTEM:
     MAXIMUM TRAVEL DISTANCE - 300'
     - MAX. TRAVEL DISTANCE PROVIDED: 112'-0"
     MAXIMUM COMMON PATH - 100'
     - MAX. COMMON PATH PROVIDED: 69'-3"
     MAXIMUM DEAD END CORRIDOR - 50'
     - MAX. DEAD END PROVIDED: N/A
5. MINIMUM CORRIDOR REQUIRED WIDTH = 3'-8"
   MINIMUM CORRIDOR PROVIDED WIDTH = 6'-5"
6. DOOR WIDTH MIN REQUIRED 32" CLEAR MINIMUM PROVIDED 32"
7. EXIT DOOR NOTE: ALL EXIT DOORS SHALL BE ARRANGED TO BE OPENED READILY FROM THE EGRESS SIDE WHENEVER THE BUILDING IS OCCUPIED. LOCKS IF PROVIDED, SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE, OR EFFORT FOR OPERATION FROM THE INSIDE OF THE BUILDING, IN ACCORDANCE w/ SECTION 7.2.1.5.1 OF THE NFPA 101 LIFE SAFETY CODE (2021 EDITION) PROVIDE SIGN POSTING "DOORS WILL REMAIN UNLOCK WHILE BUSINESS IS OCCUPIED" MEANS OF EGRESS DOORS AND HARDWARE TO BE ACCESSIBLE AND SHOULD HAVE PANIC HARDWARE (DOOR-LATCHING ASSEMBLY INCORPORATING A DEVICE THAT RELEASE THE LATCH UPON THE APPLICATION OF A FORCE IN THE DIRECTION OF EGRESS TRAVEL).
8. POSTING OF OCCUPANT LOAD SIGN: ASSEMBLY AREA SHALL HAVE THE OCCUPANT LOAD OF THE ROOM POSTED NEAR THE MAIN EXIT OR EXIT ACCESS DOORWAY AS PER FBC (2023 8TH EDITION) CHAPTER 10
9. 1 HR FIRE RATED DOOR AT STAIR - OFFICE EGRESS
10. 1 HR FIRE RATED WALLS AT STAIR - OFFICE PARTITIONS
11. ALL GLASS IN WINDOWS AND DOORS IS CATEGORY II SAFETY GLASS
12. 1/2" MAX IN HEIGHT AT DOOR THRESHOLDS IN ACCORDANCE WITH NFPA 101: 7.2.1.3.3.
13. BUILDING ENTRANCES AND WALKING SURFACES IN MEANS OF EGRESS SHALL BE ON AN ACCESSIBLE ROUTE WITH CHANGES IN ELEVATION NOT EXCEEDING 1/4". CHANGES IN ELEVATION GREATER THAN 1/4" BUT NOT EXCEEDING 1/2" SHALL BE BEVELED WITH A SLOPE OF 1 IN 2 AS PER FFPC 101 7.1.6.2
14. ALL PROPOSED AUTOMATIC LIGHTING CONTROL DEVICES SHALL COMPLY WITH NFPA 101: 7.8.1.2.2 (1) THROUGH (7)
15. TOP OF FIRE EXTINGUISHER NOT TO EXCEED 5 FT. ABOVE FINISH FLOOR.
16. PROVIDE SUPPORTS AND BACKING FOR ALL WALL MOUNTED FIXTURES AND ACCESSORIES.
17. ALL EXIT SIGNS ARE SPACED 75' O.C. MAXIMUM, TYPICAL
18. SEPARATE PERMIT REQUIRED FOR FIRE SPRINKLER WORK
19. THE PROPOSED BUILDING DESIGN WILL PROVIDE 99% FLOOR AREA RADIO COVERAGE IN CRITICAL AREAS AS DESCRIBED IN N 72 (2010) 24.5.2.2.1 AND 90% FLOOR AREA RADIO COVERAGE IN GENERAL BUILDINGS AS DESCRIBED IN NFPA 72 (2010) 24.2.2.2
20. OCCUPANCY SENSORS SHALL COMPLY WITH FFPC 101:7.8.1.2.2.
21. EXITS SIGNS SHALL BE ABOVE EXIT DOORS, WITHIN ROOM AND IN THE EXIT ACCESS
22. DOORS WITH PANIC HARDWARE ARE REQUIRED IN ASSEMBLY AREAS WITH OCCUPANT LOADS OF 100 OR MORE
23. PANIC HARDWARE WILL BE PROVIDED IN ALL SECONDARY EXIT DOORS AND GATES FFPC101:12.2.2.3
24. BDA RISER ACCESS PANEL:
    Provide UL-listed 8"×8" 1½-hour fire-rated access panel in 2-hour BDA shaft wall for system maintenance.
    Panel shall be labeled "BDA RISER ACCESS – FIRE-RATED," installed with fire-rated sealant, and remain normally closed.
    Comply with FBC 713.13 and NFPA 1225 §9.6.11.

Life Safety Legend

- EXIT SIGN
- COMMON PATH OF EGRESS TRAVEL
- EXIT ACCESS TRAVEL DISTANCE
- 1 HR FIRE RATING WALL
- 2 HR FIRE RATING WALL
- SEMI-RECESSED FIRE EXTINGUISHER CABINET, WITH ABC TYPE NA FIRE EXTINGUISHER.
  1 F.E. FOR EACH 3,000 SQ. FT., MAX. 75 FT. OF TRAVEL.
  6,147 SF / 3000 = 2 REQUIRED - 2 PROVIDED
- FIRE EXTINGUISHER BRACKET MOUNTED, WITH ABC TYPE NA FIRE EXTINGUISHER.
  1 F.E. FOR EACH 3,000 SQ. FT., MAX. 75 FT. OF TRAVEL.
  1,800 SF / 3000 = 1 REQUIRED - 1 PROVIDED
- EMERGENCY BACKUP LIGHT FIXTURE WITH 90 MINUTE BATTERY BACK-UP
- MEANS OF EGRESS CAPACITY
- 90 MINUTES DOOR WITH CLOSER
- 60 MINUTES DOOR WITH CLOSER
- 45 MINUTES DOOR WITH CLOSER
- 20 MINUTES DOOR WITH CLOSER

- HATCH DENOTES COURTS - ASSEMBLY
- HATCH DENOTES OFFICE - BUSINESS
- HATCH DENOTES ASSEMBLY
- HATCH DENOTES STORAGE - SERVICE / UTILITY ROOM

Two30 Studio LLC.
7655 SW 104 St Suite 230, Miami, Florida 33156
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ARCHITECT OF RECORD:

ARIEL VALDES, AR
STATE OF FLORIDA
AR96144
REGISTERED ARCHITECT

Digitally signed by Ariel Valdes
Date: 2026.02.05 00:22:04 -05'00'

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DESIGN CONSULTANTS:

MG3 GROUP

PROJECT NO.: 195

DESIGNED BY: O. GONZALEZ / N. SANTAMARIA

DRAWN BY: N. SANTAMARIA / A. MURGA

CHECKED BY: A. VALDES

DATE: 07/30/2025

REVISIONS

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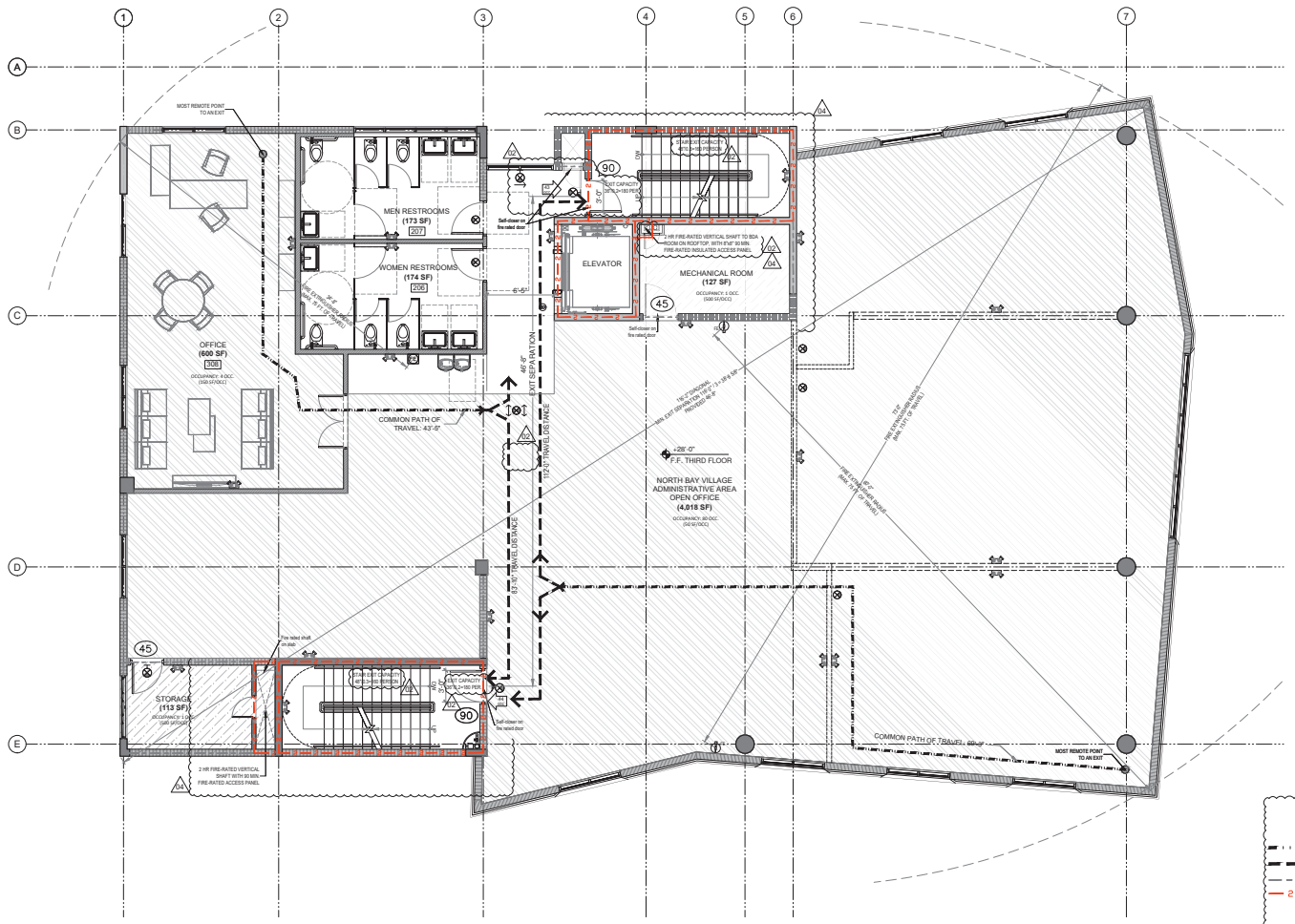
05	12.08.25 / By the Client

DRAWING TITLE:

SECOND FLOOR LIFE SAFETY PLAN

SHEET ID:

LS-2.1



LIFE SAFETY
01 THIRD FLOOR PLAN
Scale: 3/16" = 1'-0"

LIFE SAFETY NOTES:

1. 2023 FLORIDA BUILDING CODE, BUILDING, 8TH EDITION
2. THIS IS AN NEW BUILDING PROTECTED THROUGHOUT BY AN APPROVED FIRE SPRINKLER SYSTEM
3. **THIRD FLOOR** OCCUPANT LOAD:

OPEN OFFICE	4,028 SF / 50	80 OCCUPANTS
OFFICE	600 SF / 150	4 OCCUPANTS
STORAGE	113 SF / 500	1 OCCUPANTS
MECHANICAL ROOM	127 SF / 500	1 OCCUPANTS
TOTAL OCC. LOAD		86 OCCUPANTS

4. EGRESS DATA:
   - NUMBER OF EXITS:
     2 REQUIRED
     2 PROVIDED
   - BUSINESS OCCUPANCY WITH SPRINKLER SYSTEM:
     MAXIMUM TRAVEL DISTANCE - 300'
     - MAX. TRAVEL DISTANCE PROVIDED: 112'-0"
     MAXIMUM COMMON PATH - 100'
     - MAX. COMMON PATH PROVIDED: 69'-3"
     MAXIMUM DEAD END CORRIDOR - 50'
     - MAX. DEAD END PROVIDED: N/A
5. MINIMUM CORRIDOR REQUIRED WIDTH = 3'-8"
   MINIMUM CORRIDOR PROVIDED WIDTH = 6'-5"
6. DOOR WIDTH MIN REQUIRED 32" CLEAR MINIMUM PROVIDED 32"
7. EXIT DOOR NOTE: ALL EXIT DOORS SHALL BE ARRANGED TO BE OPENED READILY FROM THE EGRESS SIDE WHENEVER THE BUILDING IS OCCUPIED. LOCKS IF PROVIDED, SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE, OR EFFORT FOR OPERATION FROM THE INSIDE OF THE BUILDING, IN ACCORDANCE w/ SECTION 7.2.1.5.1 OF THE NFPA 101 LIFE SAFETY CODE (2021 EDITION) PROVIDE SIGN POSTING "DOORS WILL REMAIN UNLOCK WHILE BUSINESS IS OCCUPIED" MEANS OF EGRESS DOORS AND HARDWARE TO BE ACCESSIBLE AND SHOULD HAVE PANIC HARDWARE (DOOR-LATCHING ASSEMBLY INCORPORATING A DEVICE THAT RELEASE THE LATCH UPON THE APPLICATION OF A FORCE IN THE DIRECTION OF EGRESS TRAVEL).
8. POSTING OF OCCUPANT LOAD SIGN: ASSEMBLY AREA SHALL HAVE THE OCCUPANT LOAD OF THE ROOM POSTED NEAR THE MAIN EXIT OR EXIT ACCESS DOORWAY AS PER FBC (2023 8TH EDITION) CHAPTER 10
9. 1 HR FIRE RATED DOOR AT STAIR - OFFICE EGRESS
10. 1 HR FIRE RATED WALLS AT STAIR - OFFICE PARTITIONS
11. ALL GLASS IN WINDOWS AND DOORS IS CATEGORY II SAFETY GLASS
12. 1/2" MAX IN HEIGHT AT DOOR THRESHOLDS IN ACCORDANCE WITH NFPA 101: 7.2.1.3.3.
13. BUILDING ENTRANCES AND WALKING SURFACES IN MEANS OF EGRESS SHALL BE ON AN ACCESSIBLE ROUTE WITH CHANGES IN ELEVATION NOT EXCEEDING 1/4". CHANGES IN ELEVATION GREATER THAN 1/4" BUT NOT EXCEEDING 1/2" SHALL BE BEVELED WITH A SLOPE OF 1 IN 2 AS PER FFPC 101 7.1.6.2
14. ALL PROPOSED AUTOMATIC LIGHTING CONTROL DEVICES SHALL COMPLY WITH NFPA 101: 7.8.1.2.2 (1) THROUGH (7)
15. TOP OF FIRE EXTINGUISHER NOT TO EXCEED 5 FT. ABOVE FINISH FLOOR.
16. PROVIDE SUPPORTS AND BACKING FOR ALL WALL MOUNTED FIXTURES AND ACCESSORIES.
17. ALL EXIT SIGNS ARE SPACED 75' O.C. MAXIMUM, TYPICAL
18. SEPARATE PERMIT REQUIRED FOR FIRE SPRINKLER WORK
19. THE PROPOSED BUILDING DESIGN WILL PROVIDE 99% FLOOR AREA RADIO COVERAGE IN CRITICAL AREAS AS DESCRIBED IN N 72 (2010) 24.5.2.2.1 AND 90% FLOOR AREA RADIO COVERAGE IN GENERAL BUILDINGS AS DESCRIBED IN NFPA 72 (2010) 24.2.2.2
20. OCCUPANCY SENSORS SHALL COMPLY WITH FFPC 101:7.8.1.2.2.
21. EXITS SIGNS SHALL BE ABOVE EXIT DOORS, WITHIN ROOM AND IN THE EXIT ACCESS.
22. EMERGENCY LIGHTING SYSTEM TO BE PROVIDED ON ELECTRICAL PLAN.
22. DOORS WITH PANIC HARDWARE ARE REQUIRED IN ASSEMBLY AREAS WITH OCCUPANT LOADS OF 100 OR MORE
23. PANIC HARDWARE WILL BE PROVIDED IN ALL SECONDARY EXIT DOORS AND GATES FFPC101:12.2.2.3
24. BDA RISER ACCESS PANEL:
    Provide UL-listed 8" x 8" 1½-hour fire-rated access panel in 2-hour BDA shaft wall for system maintenance.
    Panel shall be labeled "BDA RISER ACCESS – FIRE-RATED," installed with fire-rated sealant, and remain normally closed.
    Comply with FBC 713.13 and NFPA 1225 §9.6.11.

Life Safety Legend

- EXIT SIGN
- COMMON PATH OF EGRESS TRAVEL
- EXIT ACCESS TRAVEL DISTANCE
- 1 HR FIRE RATING WALL
- 2 HR FIRE RATING WALL
- SEMI-RECESSED FIRE EXTINGUISHER CABINET, WITH ABC TYPE NA FIRE EXTINGUISHER. 1 F.E. FOR EACH 3,000 SQ. FT., MAX. 75 FT. OF TRAVEL. 6,147 SF / 3000 = 2 REQUIRED - 2 PROVIDED
- FIRE EXTINGUISHER BRACKET MOUNTED, WITH ABC TYPE NA FIRE EXTINGUISHER. 1 F.E. FOR EACH 3,000 SQ. FT., MAX. 75 FT. OF TRAVEL. 1,800 SF / 3000 = 1 REQUIRED - 1 PROVIDED
- EMERGENCY BACKUP LIGHT FIXTURE WITH 90 MINUTE BATTERY BACK-UP
- MEANS OF EGRESS CAPACITY
- 90 MINUTES DOOR WITH CLOSER
- 60 MINUTES DOOR WITH CLOSER
- 45 MINUTES DOOR WITH CLOSER
- 20 MINUTES DOOR WITH CLOSER

- HATCH DENOTES COURTS - ASSEMBLY
- HATCH DENOTES OFFICE - BUSINESS
- HATCH DENOTES ASSEMBLY
- HATCH DENOTES STORAGE - SERVICE / UTILITY ROOM

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ARCHITECT OF RECORD:

Digitally signed by Ariel Valdes
Date: 2026.02.05 00:23:49 -05'00'
Ariel Valdes
Florida Registration No.: AR96144

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AFA / NORTH BAY VILLAGE

DESIGN CONSULTANTS:

MG3 GROUP

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DESIGNED BY: O. GONZALEZ / N. SANTAMARIA
DRAWN BY: N. SANTAMARIA / A. MURGA
CHECKED BY: A. VALDES
DATE: 07/30/2025

REVISIONS

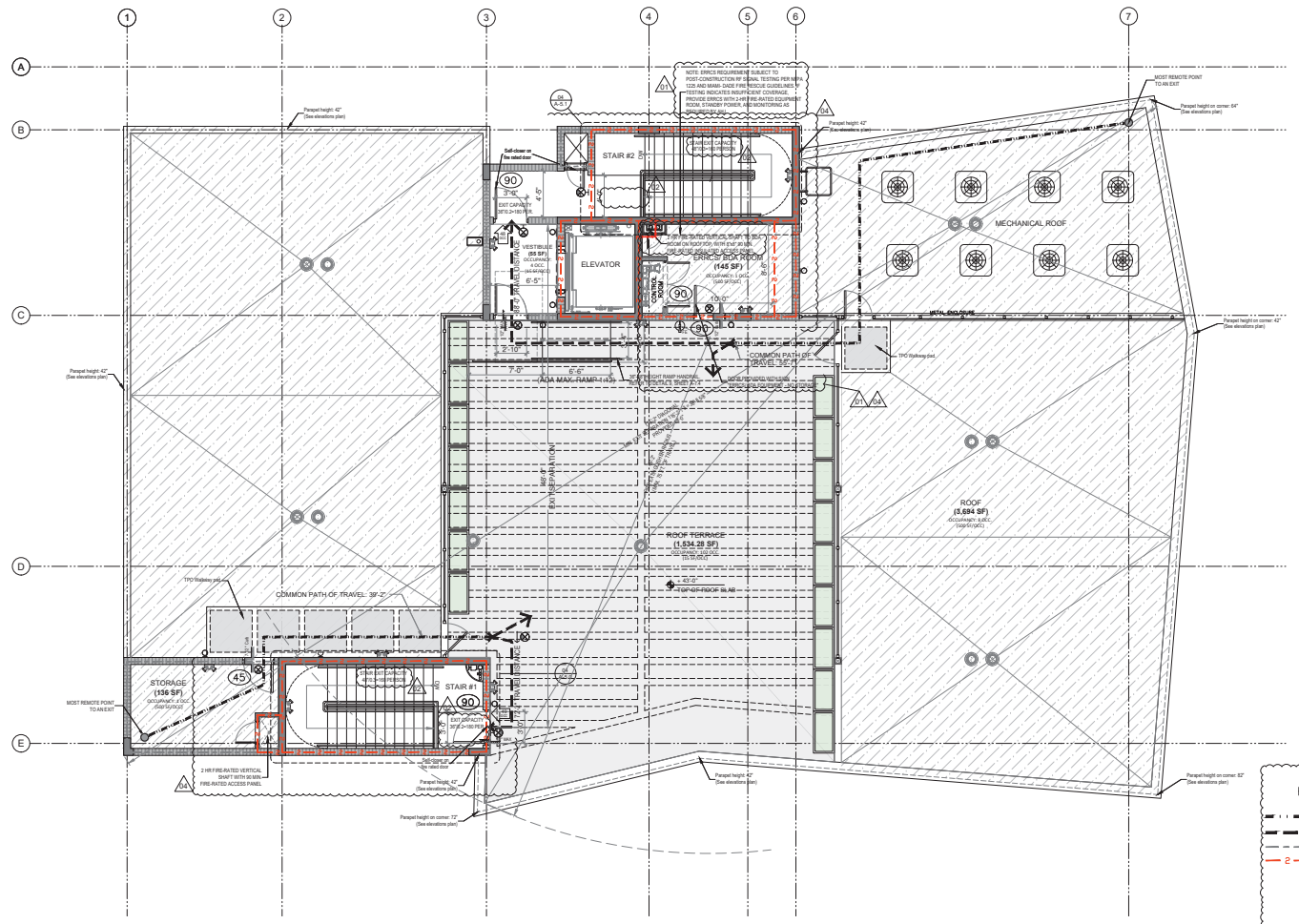
Issue	Issue date / For
01	09.08.25 / City comments
02	09.29.25 / City comments
03	10.31.25 / City comments
04	11.13.25 / City comments
05	12.08.25 / By the Client

DRAWING TITLE:

THIRD FLOOR LIFE SAFETY PLAN

SHEET ID:

LS-2.2



LIFE SAFETY
01 ROOFTOP FLOOR PLAN
Scale: 3/16" = 1'-0"

NOTE:
1. NO ROOF TERRACE OR ASSEMBLY OCCUPANCY PROPOSED AT ROOF LEVEL. ROOF AREA IS LIMITED TO MECHANICAL EQUIPMENT AND SERVICE ACCESS ONLY.

LIFE SAFETY NOTES:

1. 2023 FLORIDA BUILDING CODE, BUILDING, 8TH EDITION
2. THIS IS AN NEW BUILDING PROTECTED THROUGHOUT BY AN APPROVED FIRE SPRINKLER SYSTEM
3. **ROOFTOP FLOOR** OCCUPANT LOAD:

ROOF TERRACE	1,534 SF / 15	102 OCCUPANTS
VESTIBULE	55 SF / 15	4 OCCUPANTS
ROOF	3,694 SF / 500	8 OCCUPANTS
ERRCS/BDA ROOM	145 SF / 500	1 OCCUPANTS
STORAGE	136 SF / 500	1 OCCUPANTS
TOTAL OCC. LOAD		116 OCCUPANTS

4. EGRESS DATA:
   - NUMBER OF EXITS:
     2 REQUIRED
     2 PROVIDED
   - STORAGE WITHOUT SPRINKLER SYSTEM:
     MAXIMUM TRAVEL DISTANCE - 200'
     - MAX. TRAVEL DISTANCE PROVIDED: 88'-03"
     MAXIMUM COMMON PATH - 75'
     - MAX. COMMON PATH PROVIDED: 73'-2"
     MAXIMUM DEAD END CORRIDOR - 20'
     - MAX. DEAD END PROVIDED: N/A
5. MINIMUM CORRIDOR REQUIRED WIDTH = 3'-8"
   MINIMUM CORRIDOR PROVIDED WIDTH = 6'-5"
6. DOOR WIDTH MIN REQUIRED 32" CLEAR MINIMUM PROVIDED 32"
7. EXIT DOOR NOTE: ALL EXIT DOORS SHALL BE ARRANGED TO BE OPENED READILY FROM THE EGRESS SIDE WHENEVER THE BUILDING IS OCCUPIED. LOCKS IF PROVIDED, SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE, OR EFFORT FOR OPERATION FROM THE INSIDE OF THE BUILDING, IN ACCORDANCE w/ SECTION 7.2.1.5.1 OF THE NFPA 101 LIFE SAFETY CODE (2021 EDITION) PROVIDE SIGN POSTING "DOORS WILL REMAIN UNLOCK WHILE BUSINESS IS OCCUPIED" MEANS OF EGRESS DOORS AND HARDWARE TO BE ACCESSIBLE AND SHOULD HAVE PANIC HARDWARE (DOOR-LATCHING ASSEMBLY INCORPORATING A DEVICE THAT RELEASE THE LATCH UPON THE APPLICATION OF A FORCE IN THE DIRECTION OF EGRESS TRAVEL).
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10. 1 HR FIRE RATED WALLS AT STAIR - OFFICE PARTITIONS
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14. ALL PROPOSED AUTOMATIC LIGHTING CONTROL DEVICES SHALL COMPLY WITH NFPA 101: 7.8.1.2.2 (1) THROUGH (7)
15. TOP OF FIRE EXTINGUISHER NOT TO EXCEED 5 FT. ABOVE FINISH FLOOR.
16. PROVIDE SUPPORTS AND BACKING FOR ALL WALL MOUNTED FIXTURES AND ACCESSORIES.
17. ALL EXIT SIGNS ARE SPACED 75' O.C. MAXIMUM, TYPICAL
18. SEPARATE PERMIT REQUIRED FOR FIRE SPRINKLER WORK
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    Panel shall be labeled "BDA RISER ACCESS – FIRE-RATED," installed with fire-rated sealant, and remain normally closed.
    Comply with FBC 713.13 and NFPA 1225 §8.6.11.

Life Safety Legend

- EXIT SIGN
- COMMON PATH OF EGRESS TRAVEL
- EXIT ACCESS TRAVEL DISTANCE
- 1 HR FIRE RATING WALL
- 2 HR FIRE RATING WALL
- FE — SEMI-RECESSED FIRE EXTINGUISHER CABINET, WITH ABC TYPE NA FIRE EXTINGUISHER. 1 F.E. FOR EACH 3,000 SQ. FT., MAX. 75 FT. OF TRAVEL. 6,147 SF / 3000 = 2 REQUIRED - 2 PROVIDED
- FE — FIRE EXTINGUISHER BRACKET MOUNTED, WITH ABC TYPE NA FIRE EXTINGUISHER. 1 F.E. FOR EACH 3,000 SQ. FT., MAX. 75 FT. OF TRAVEL. 1,800 SF / 3000 = 1 REQUIRED - 1 PROVIDED
- EMERGENCY BACKUP LIGHT FIXTURE WITH 90 MINUTE BATTERY BACK-UP
- 00 OCC — MEANS OF EGRESS CAPACITY
- 90 — 90 MINUTES DOOR WITH CLOSER
- 60 — 60 MINUTES DOOR WITH CLOSER
- 45 — 45 MINUTES DOOR WITH CLOSER
- 20 — 20 MINUTE DOOR WITH CLOSER

- HATCH DENOTES COURTS - ASSEMBLY
- HATCH DENOTES OFFICE - BUSINESS
- HATCH DENOTES ASSEMBLY
- HATCH DENOTES STORAGE - SERVICE / UTILITY ROOM

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ARIEL VALDES — REGISTERED ARCHITECT — AR96144

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DRAWING TITLE:
ROOFTOP LIFE SAFETY PLAN

SHEET ID:
LS-2.3

ITEM NO. 14.H

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

RECOMMENDATION

It is recommended that the Village Commission adopt the proposed Resolution amending the Master Fee Schedule.

BACKGROUND AND ANALYSIS

See attached Memo.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

Agenda Memo Fee Schedule - April 21, 2026.DOCX
Resolution Approving Fee Schedule Updates.DOCX
Master Fee Schedule - April 21, 2026.DOCX

SUMMARY OF APRIL 2026 CHANGES TO NORTH BAY VILLAGE MASTER FEE SCHEDULE

It is recommended that the Village Commission approve the following proposed updates to the Master Fee Schedule:

1. Resiliency Program

The Resiliency Program has been extended indefinitely, and the living seawall has been moved into the 50% discount category, increased from its previous 40% discount.

2. Community Contribution Fees & T6 Bonus Height Fee

At the January 2026 Commission meeting, the Village Commission adopted an ordinance amending Section 8.12 of the ULDC to provide that properties within any T6 transect are eligible for a height bonus to exceed the maximum height allowed within the underlying transect by up to three (3) floors or thirty (30) feet, whichever is less. The property shall qualify for this bonus upon approval of a site plan depicting the bonus height and a development agreement committing to pay a fee within sixty (60) days of site plan approval. The ordinance provides that the fee will be established in the Village's Fee Schedule, as may be amended from time to time and the initial fee was contemplated as $100,000 per vertical lineal foot of bonus height. The proposed revisions to the Fee Schedule implement the January 2026 ordinance revisions.

In addition, on February 17, 2026, after discussion, the Village Commission directed the Village Attorney to prepare legislation to implement the findings and recommendations from a study conducted by Miami Economic Associates, Inc. with The Curtis Group relating to community contribution fees. A formula based on the study has been included in the proposed Fee Schedule.

The Community Contribution Fees (CCF) and T6 Bonus Height Fee are shown on the following page. No changes to the TDR fees are proposed, however they are shown on the next page for ease of review.

Name: Community Contribution Fees Associated with Development Approvals

Receiving Fund(s):

Purpose: Community contribution fees collected according to following schedule shall be utilized for the purchase and improvement of existing or future Village parks, land for additional public open space, other public amenities, beautification projects, or infrastructure improvement projects.

Fees/Computations:

Community Contribution Fees for Bonus Height in the RM-70 and CG Zoning Districts (Sec. 8.12)*

The Community Contribution Fee for properties in the RM-70 and CG zoning districts shall be calculated as follows: The Land Value shall be divided by the CG/RM-70 Base Floor Area. The resulting amount shall be multiplied by the Floor Area of Bonus Height. The resulting amount shall be the Community Contribution Fee.

CCF = (Floor Area of Bonus Height) x (Land Value / RM-70 Base Floor Area)

Definitions:

For purposes of these calculations, the following definitions shall apply:

“Floor Area of Bonus Height” means the total gross floor area of all floors that are achieved through bonus height approved by the Village Commission.

“Land Value” means the most recent market value for the land subject to the bonus unit(s) or bonus height exclusive of building and extra features as established by the Miami-Dade County Property Appraiser, except where the property has not been sold within the preceding five years, in which case Land Value shall be established by a certified appraisal commissioned by the Village at the expense of the applicant.

“CG/RM-70 Base Floor Area” means the maximum achievable base floor area calculated by multiplying by 15 the maximum footprint achievable based on the lot area less the setbacks.

Community Contribution Fees for
Additional Density in the T6 Transect Zone (Sec. 8.12.5)*

The Community Contribution Fee for properties in the T6 zoning district shall be calculated as follows: The Land Value shall be divided by the T6 Base Floor Area. The resulting amount shall be multiplied by the Floor Area of Bonus Units. The resulting amount shall be the Community Contribution Fee.

CCF = (Floor Area of Bonus Units) x (Land Value / T6 Base Floor Area)

Definitions:

For purposes of these calculations, the following definitions shall apply:

"Floor Area of Bonus Unit(s)" means the combined sum of the gross floor area of each bonus unit, measuring the entire area within each unit's boundaries.

"Land Value" means the most recent market value for the land subject to the bonus unit(s) or bonus height exclusive of building and extra features as established by the Miami-Dade County Property Appraiser, except where the property has not been sold within the preceding five years, in which case Land Value shall be established by a certified appraisal commissioned by the Village at the expense of the applicant.

"T6 Base Floor Area" means the maximum achievable floor lot area for the subject property calculated by multiplying the net lot area by the maximum intensity set forth in the commercial future land use category of the Village's Comprehensive Plan.

Community Contribution Fees for
Bonus Height in the T6 Transect Zone (Sec. 8.12(B)3.)*

$100,000 per vertical lineal foot of bonus due within 60 days of site plan approval by the Village Commission.

Community Contribution Fees for
Transfer of Density Rights (TDR) Program (Sec. 8.13)*

$125,000.00 per nonwaterfront transferred density unit and $150,000.00 per waterfront transferred density unit approved by the Village Commission.**

* Community Contribution Fees to be reviewed annually and adjusted as necessary by the Village Commission on the recommendation of the Village Manager during the budget process.

** The Community Contribution Fee for Transfer of Density Rights shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR ADMINISTRATIVE SERVICES, BUILDING FEES, AND ZONING FEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2019, the North Bay Village (the "Village") Commission adopted Resolution No. 2019-83 approving a fee schedule for administrative services, building fees, and zoning fees (the "Fee Schedule"), which has been amended from time to time; and

WHEREAS, the Village Commission desires to approve the revised, updated Fee Schedule as provided in Exhibit "A" attached hereto and incorporated herein, in order to update various fees as further described in the agenda memorandum accompanying this item; 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 Fee Schedule attached hereto as Exhibit "A," which shall take effect immediately.

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 _____
Commissioner Doris Acosta _____

Commissioner Richard Chervony _____
Commissioner Goran Cuk _____
Commissioner Andy Rotondaro _____

PASSED AND ADOPTED on this 21st day of April, 2026.

_____
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

Fee Schedule

NORTH BAY VILLAGE
EST. 1945

April 21, 2026
~~*December 16, 2025*~~

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Name:	**Copies and Services**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	Fee
Document printing not to exceed 8 ½ x12”	$0.15 per page, single sided $0.20 per page, double sided
Document printing exceeding 8 ½ x14” but not larger than 11 x 17”	$0.50 per page
Document printing for which the Village does not have the necessary equipment.	Actual cost to the Village of obtaining a copy from a third party and if obtaining the copy requires physical transmittal away from Village Hall, then the actual cost of courier service or labor costs incurred by or attributable to the Village for the clerical or supervisory assistance required for the transmittal shall likewise be charged.
DVD/disk/USB recordings, per DVD/disk/USB	$10.00
Annual Audit	$10.00
Annual Budget	$15.00 – Bound $0.15 per page, single sided $0.20 per page, double sided
Certification of Copies	$1.00
Village Charter	actual cost, plus mailing and handling fee
Village Code Book Supplements	$150.00 Actual Cost, plus mailing and handling fee
Zoning Code	$20.00
Notary Service	$10.00
Marriage Ceremony	$30.00
Open Permit Search	$25.00
Contractors’ Registration	$25.00

Fees/Computations continued:

Standard Lien Search	$150.00
Special Event Permits	$500.00
Additional Event fees (all events)	Extra-Duty Police Officer: $75.00 per hour per officer for a minimum of 4 Hours, plus $35.00 Administrative fee. Road Closures/Right of Way Closures: Fee subject to location and area size. Late Application Fee: $100.00
Sewer Capacity Certification Letter	$75.00
Zoning Certification Letter	$75.00

In accordance with the provisions of Florida Statues § 119.07, with respect to public records requests, the Village is permitted and shall charge an extensive research fee whenever extraordinary time constraint is designated by the person requesting copies or research of public records, requiring extraordinary expenditure of time by the Village Clerk's office or other Village department acting as records custodian. To comply with the request, the Village clerk or other Village department acting as records custodian shall collect the cost of providing such extraordinary services (i.e., the extensive research fee) in advance and in addition to the fees, which shall be established, by the Village. For purposes of this section, the term "extraordinary expenditure of time" shall mean 15 minutes or more. The extensive research fee shall be calculated using the hourly wage of the employee performing such services.

Where fees are chargeable under this section but are not specifically set forth herein, the Village Manager is authorized to charge a fee or fees based upon the guidelines and standards set forth. Where feasible, the Village Manager shall promulgate a schedule of rates governing employees' times for extensive clerical or supervisory assistance. The Village Manager shall review the rate schedule at least every six months, commencing the first day of each fiscal year.

Any person desiring to obtain copies or review Village records, the nature or volume of which is such as to require extensive clerical or supervisory assistance, shall first make an appointment to do so with the Village Clerk.

No original document or tape recording shall be examined or reviewed other than in the presence of the Village Clerk, or designee thereof as custodian of the records of the Village. Any time spent by the Village Clerk, or designee of the Village Clerk supervising the review of original documents or tape recordings shall be deemed time spent in extensive clerical or supervisory assistance as defined in this section and shall be subject to the prescribed charges for the service.

Name:	**Development Approval Fee and Cost Recovery Deposit Schedule**
Receiving Fund(s):	
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

Type of Request	Filing Fee	Cost Recovery Deposit*
Amendments		
Comprehensive Plan Text Amendment	$2,000	$15,000
Comprehensive Plan Future Land Use Map Amendment	$2,000	$15,000
Zoning Map Amendment **	$2,000	$12,000
Unified Land Development Code Amendment **	$2,000	$10,000
Site Plan Review		
Single Family Residential (no commission)	$1,000	$2,000
Multifamily Residential and New Non-Residential	$2,000	$15,000
Special Area Plan Permit (DRC, no commission)	$1,000	$12,000
Administrative Site Plan Review (DRC, no commission)	$1,000	$12,000
Site Plan Modification (Commission review)		
Single Family Residential	$1,000	$2,000
Multifamily Residential and Non-Residential	$2,000	$8,000
Administrative Site Plan Modification (No commission review)		
Single Family Residential	$600	$1,000
Multifamily Residential and Non-Residential	$600	$4,000
Variances, Waivers and Administrative Adjustments (Per instance)		
Administrative Adjustment (Single Family)	$600	$2,000
Single Family Residential Variance	$1,000	$3,000
Multifamily Residential and Non-Residential Variance	$1,000	$5,000
Sign Variance	$1,000	$2,000
Alcoholic Beverage Sales Variance	$1,000	$3,000
Waiver ***	$600	$1,500
Extension of Waiver ***	$300	$500
Use Exceptions and Warrants		
Single Family Residential Use Exception	$1,000	$2,000
Multifamily Residential and Non-Residential Use Exception	$1,000	$4,000
Warrant ***	$600	$1,500
Extension of Warrant ***	$300	$500

Fees/Computations continued:

Type of Request	Filing Fee	Cost Recovery Deposit*
Renewals/Resubmissions of Site Plans, Variances, and Use Exceptions ****		
Single Family Residential and Existing Non-Residential	50% of original filing fee	$1,000
Multifamily Residential and New Non-Residential	50% of original filing fee	$2,000
Other Requests		
Dock Application	$300	$,2000
Appeal of Administrative Decision	$600	$3,000
Preliminary and Final Plat	$1,000	$10,000
Waiver of Plat	$1,000	$4,000
Transfer of Density Rights Application	$150	$500
Preapplication Conference	$150	$2,000
Zoning and Land Use Verification (Basic/Comprehensive)	$75	$75/$150
Certificate of Use	$75	$150
Official Interpretation of Unified Land Development Code	$150	$1,000

* In accordance with Section 5.12, “Filing fees, charges for consultant services, and escrow account” of the North Bay Village Unified Land Development Code (ULDC), the applicant is responsible for the actual cost of professional review services for development applications, including but not limited to: engineering, planning, legal, technical, environmental, etc. Regardless of the outcome, these review costs shall be deducted from the cost recovery deposit. Depending on the level of effort involved in the review, should the cost exceed the initial deposit, the applicant shall be required to replenish the cost recovery deposit. However, if the cost recovery deposit is not entirely expended, the remaining balance will be refunded to the applicant. Filing fees are not refundable.

Including Special Area Plan text amendments and amendments to the Zoning Map.

*** Per Sec. 15.1.H. of Chapter 15, Form-Based Code, of the ULDC

**** If, in the opinion of the Village Manager or his/her designee, the resubmitted project is so substantially modified as to represent a new project on the same property, the resubmission fee shall be equal to the original filing fee appropriate to the particular project.

Note: In addition to application fees and cost recovery deposits, applicants shall be responsible for the cost of all required advertising and mailing of notices.

Name:	**Community Contribution Fees Associated with Development Approvals**
Receiving Fund(s):	
Purpose:	Community contribution fees collected according to following schedule shall be utilized for the purchase and improvement of existing or future Village parks, land for additional public open space, other public amenities, beautification projects, or infrastructure improvement projects.
Fees/Computations:	**Community Contribution Fees for Additional Density in the T6 Transect Zone (Sec. ~~15.2, H.~~ 8.12.5) ***

~~1. The initial community contribution fee is $20,000.00 per additional unit of density above the base density of 70 units/acre. This fee amount shall be reviewed and, as necessary, adjusted by the Village Commission on the recommendation of the Village Manager as part of the annual budget process.~~

~~2. Projects shall be categorized as either Tier 1 (71-120 units/acre) or Tier 2 (121-150 units/acre).~~

~~3. Community contribution fees for additional units of density shall be calculated and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission:~~

	~~% of Fee Assessed~~	
	~~Tier 1 (71-120 u/ac)~~	~~Tier 2 (210-150 u/ac)~~
~~With site plan approved within 12 months from effective date of Chapter 15 of the ULDC (Form-Based Code)~~	~~0%~~	~~25%~~
~~With site plan approved between 12-18 months from effective date of Chapter 15 of the ULDC (Form-Based Code)~~	~~25%~~	~~50%~~
~~With site plan approved within 18-24 months from adoption date of Chapter 15 of the ULDC.~~	~~50%~~	~~75%~~
~~With site plan approved 2 or more years from adoption date of Chapter 15 of the ULDC.~~	~~100%~~	~~100%~~

Bonus Density CCF in T6

The Community Contribution Fee for properties in the T6 zoning district shall be calculated as follows: The Land Value shall be divided by the T6 Base Floor Area. The resulting amount shall be multiplied by the Floor Area of Bonus Units. The resulting amount shall be the Community Contribution Fee.

CCF = (Floor Area of Bonus Units) x (Land Value / T6 Base Floor Area)

Definitions:

For purposes of these calculations, the following definitions shall apply:

"Floor Area of Bonus Unit(s)" means the combined sum of the gross floor area within the exterior boundaries of each bonus unit, measuring the entire area within each unit's boundaries.

"Land Value" means the most recent market value for the land subject to the bonus unit(s) or bonus height exclusive of building and extra features as established by the Miami-Dade County Property Appraiser, except where the property has not been sold within the preceding five years, in which case Land Value shall be established by a certified appraisal commissioned by the Village at the expense of the applicant.

"T6 Base Floor Area" means the maximum achievable floor lot area for the subject property calculated by multiplying the net lot area by the maximum intensity set forth in the commercial future land use category of the Village's Comprehensive Plan.

Payment Schedule:

~~4.~~ Twenty-five percent (25%) of the total assessed Community Contribution Fee shall be payable within 90 days of Commission approval of the site and development plan and shall be nonrefundable.

~~5.~~ The remaining seventy-five percent (75%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit and shall be non-refundable.

~~6. The Community Contribution fee shall be flat on a per-unit-of-additional-density basis.~~

Fees/Computations continued:

Community Contribution Fees for
Bonus Height in the RM-70 and CG Zoning Districts (Sec. 8.12) *

Community contribution fees for bonus height in the RM-70 and CG zoning districts shall be calculated as follows: ~~and assessed by the Village based on the following schedule, unless otherwise stipulated by the Village Commission~~.

The Community Contribution Fee for properties in the RM-70 and CG zoning districts shall be calculated as follows: The Land Value shall be divided by the CG/RM-70 Base Floor Area. The resulting amount shall be multiplied by the Floor Area of Bonus Height. The resulting amount shall be the Community Contribution Fee.

CCF = (Floor Area of Bonus Height) x (Land Value / RM-70 Base Floor Area)

Definitions:

For purposes of these calculations, the following definitions shall apply:
"Floor Area of Bonus Height" means the total gross floor area of all floors that are achieved through bonus height approved by the Village Commission.
"Land Value" means the most recent market value for the land subject to the bonus unit(s) or bonus height exclusive of building and extra features as established by the Miami-Dade County Property Appraiser, except where the property has not been sold within the preceding five years, in which case Land Value shall be established by a certified appraisal commissioned by the Village at the expense of the applicant.
"CG/RM-70 Base Floor Area" means the maximum achievable base floor area calculated by multiplying by 15 the maximum footprint achievable based on the lot area less the setbacks.

~~**(a) Residential and Hotel/Motel Uses**~~

~~For every 10 feet of bonus building height approved by the Village Commission:~~
- ~~$750.00 per residential dwelling unit in the building~~
- ~~$250.00 per hotel/motel sleeping unit in the building~~

~~**(b) Office, Retail or Restaurant Uses**~~

~~$10.00 per square foot that exceeds maximum base height (excluding uncovered steps and exterior balconies).~~

Community Contribution Fees for
Bonus Height in the T6 Transects (Sec. 8.12(B)3.)*

$100,000 per vertical lineal foot of bonus due within 60 days of site plan approval by the Village Commission.

Community Contribution Fees for
Transfer of Density Rights (TDR) Program (Sec. 8.13) *

$125,000.00 per nonwaterfront transferred density unit, and $150,000.00 per waterfront transferred density unit approved by the Village Commission. **

* Community Contribution Fees to be reviewed annually and adjusted as necessary by the Village Commission on the recommendation of the Village Manager during the budget process.
** The Community Contribution Fee for Transfer of Density Rights shall be paid to North Bay Village within 90 days of site plan approval by the Village Commission.

Name:	**Building and Permits Fees**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	No person shall erect or construct or proceed with the erection or construction of any building or structure, nor add to, enlarge, move, improve, alter, convert, extend or demolish any building or structure, where the cost of the work is more than $500.00 without first obtaining a building permit. Exception: Any construction activities, regardless of the value, that include structural, electrical, plumbing, or mechanical work, shall require a permit. Applicants are entitled to receive a 50% discount of base permit fees for these permit types: impact windows and doors, shutters, roofs, generators, solar installations, and living seawalls. * ~~*The discount will expire on December 31, 2026, prior to which the Village Commission will consider a renewal of this policy for the following year or for a period determined by that body.~~ Applicants using a Private Provider are entitled to a discount of the base permit fee not to exceed 10%, 5% for plan review and 5% for inspections. All municipal permit fees are waived for Village projects. Owner/Builder permits are exempt from contract requirements. Minimum Permit Fee for all disciplines $125.00.

Type	Fee
Upfront Application fee for Building Permit	$125.00 non-refundable
Base Permit Fee Exceeds $400.00	Non-refundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.

Name:	**Building and Permits Fees (cont'd.)**
Receiving Fund(s):	Building Fee Fund
Purpose:	The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.
Fees/Computations:	For purposes of determining the permit fee, the value of the work to be performed under the permit shall be determined as follows: For new construction of and additions to the Florida Building Code occupancies, the construction value of the work shall be the current values established by the Miami-Dade Board of County Commission. For miscellaneous permit activity not otherwise provided for in this section, including but not limited to repair, or alterations, or changes to electrical service, the value of the work shall be the actual value of such work as determined by the applicant and approved by the Building Official. The applicant shall be responsible for accurate reporting of the value of the work, and the reported value shall be subject to review and verification by the Building Official. Copy of executed contract required for all permits.

Type	Fee
New buildings and/or additions including, but not limited to, residential, mixed-use residential, residential/office, mixed-use office, institutional, educational, hotels, and condo-hotels:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, and mechanical and sign permits as listed herein.
New Commercial Construction including but not limited to industrial, parking garage, and warehouses:	**2% of the value of a job (based off of executed contract).** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Other Than as Specified Herein (water towers, pylons, bulk storage tank foundations, sea walls, bulkheads, docks, and similar construction):	**2% of the value of a job** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.
New Construction Only: Sub-permits associated with a master permit including but not limited to Electrical, Mechanical, Plumbing, Windows, Doors, Roof, etc.	**1% of the value of a job (based off executed contract)**
New Metal-Wood and/or Prefab Storage Sheds and Utility Buildings:	**Flat fee $125.00** Plus additional fees for electrical, plumbing, mechanical, and sign permits as listed herein.

<table>
<tr><td>Name:</td><td>Building and Permit Fees (cont’d)</td></tr>
<tr><td>Receiving Fund(s):</td><td>Building Fee Fund</td></tr>
<tr><td>Purpose:</td><td>The Building Department serves to protect the health, safety, and welfare of the public; and to enhance the general quality of life through interpretation and enforcement of the Florida Building Code, as well as other applicable regulations governing construction and land use.</td></tr>
<tr><td>Fees/Computations:</td><td>The following fees shall apply to building permits only and shall not include fees for plumbing, electrical, or mechanical installation.

Alterations, remodeling, and repairs to building and other structures:
<table>
<tr><th>Type</th><th>Fee</th></tr>
<tr><td>Single-family homes, duplexes, and areas within a residential condominium unit (including repairs due to fire damage)</td><td>Estimated value times 1.5 percent.</td></tr>
<tr><td>Multifamily Residential (including repairs due to fire damage)</td><td>Estimated value times 1.5 percent.</td></tr>
<tr><td>Commercial occupancy (including repairs due to fire damage)</td><td>Estimated value times 3 percent.</td></tr>
<tr><td>Installation of exterior operable windows and exterior sliding glass door in new buildings or additions exceeding two stories in height, and the installation, alteration, and repair of such windows and doors in existing buildings of any height, as follows:

New installation or replacement</td><td>Estimated value times 5.0 percent.
If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.</td></tr>
<tr><td>Exterior Paint Color Compliance Review (Zoning Required)</td><td>$125.00 Flat Fee</td></tr>
<tr><td>Curtain walls including windows and doors therein</td><td>Estimated value times 5.0 percent.
If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.</td></tr>
<tr><td>Roofs (including re-roofing)</td><td>Estimated value times 5.0 percent.
If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.</td></tr>
<tr><td>Storm shutters</td><td>Estimated value times 5.0 percent</td></tr>
<tr><td>Awnings, canopies, residential patios or carports (with Fire Bureau approval)</td><td>Estimated value time 3.0 percent</td></tr>
</table></td></tr>
</table>

Fees/Computations: Continued

Type	Fee
Building moving or other structures	Each 100 square feet or fractional part thereof $20.00. Minimum $250.00
Construction trailer and sales model	$250.00 per trailer
Fences and/or walls on private property	Estimated value times 5.0 percent.
Construction Fence	Estimated value times 3.0 percent
Fence located on public property	$100.00 for first 50 feet Plus $20.00 for each additional 50 feet or a fraction thereof
Vacant lot fence annual inspection	$250.00 per calendar year
Demolitions	Single Family - $125.00 Flat Fee Multi-Family/Commercial - $250 Flat Fee
Construction dumpsters (Containers for the placement of construction debris shall not be placed within the public right-of-way without prior authorization by the Building & Zoning Department). Violation of this section shall be governed by Chapter 153 of the Village Code.)	$100.00 flat fee
Sandblasting	$125.00
All paving in connection with residential or commercial work, including concrete drives.	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Asphalt resurfacing (including restriping):	Estimated value times 3 percent.
Concrete slabs	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.

Fees/Computations: Continued

Type	Fee
Electrical permits	Estimated value × 5.0 percent. Permit fee if the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
Elevators, escalators and other transporting devices	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Decibel meter reading to determine the sound level of mechanical equipment.	$125.00 Prepaid fee, per site visit or event
Air conditioning and refrigeration, including the relocation of equipment	Estimated value times 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value times 3.0 percent.
Land clearing	$125.00 each 5,000 square feet of area or fraction thereof
Soil solidification in any form	$125.00 Flat Fee
Solar energy systems	See electrical and plumbing fee schedules
Swimming pools (including in-ground, above-ground, and spa)	Estimated value times 3.0 percent
Signs (including, but not limited to, projecting signs, flat signs, painted on wall signs, storefront signs, pylon signs, wall-mounted signs non-illuminated and illuminated, and all interior signs visible from the exterior of premises occupied such as shopping centers and malls): Note: illuminated signs are required to obtain an electrical sub-permit.	Estimated value times 3%
Plumbing permits (including water, sewer, and gas)	Estimated value × 5.0 percent. If the building is included in a master building permit issued by the Village: Estimated value × 3.0 percent.
Solar heating systems and designs	Fee computed as per building fee schedule, subsection (4). Note: Due to many variable designs and applications a separate electrical permit will be required.
Fire Alarm and/or Suppression	$125.00 Flat fee

Fees/Computations: Continued

Type	Fee
Certificate of occupancy, temporary or final, fee per unit	$180.00
Certificate of completion	$180.00
Change of Contractor	$125.00
Inspection Fees	(a) First inspection and first re-inspection included as part of the permit fee, no additional charge. Second re-inspection and each subsequent re-inspection, $75.00. (b) Repairs or corrections not made when inspection is called $75.00. (c) Work not ready for inspection when called, $75.00. (d) The payment for re-inspection fees, correction of workmanship or violations, shall be made before any further permits will be issued to the person responsible for or owing same. (e) No permit will be required for general maintenance or repairs which do not change the occupancy, and value of which is less than $500.00 in labor and materials. No permit is required for the construction or repair of any roof covering if less than 200 square feet in area.
Construction in Right-of-Way permit	Estimated value times 5.0 percent
Use of Right-of-Way permit	$150.00 for every five-day period
Construction Bond (refundable)	$500.00 – Single Family $1000.00 – Multifamily / Commercial $5000.00 – Right of Way Construction

Fees/Computations: Continued	Type	Fee
	Filming	Purpose and objectives. (a) *Definitions.* For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning: *Film or filming* means any and all still, live or motion picture productions whether made on or by film, electronic tape or any other electronic device used to produce theatrical motion pictures, television entertainment motion pictures, industrial motion pictures, television commercials or print media. Filming shall include the erection and dismantling of the equipment associated therewith. *Permit* means a permit issued by the Village in accordance with the terms of this article. *Village Manager* means the Village Manager or authorized designee. (b) Applicability of article. This article shall apply to all the lands within the Village's jurisdiction, whether public or private. 1. Permit required; display. No person shall film within the Village without first applying for and obtaining a permit from Miami-Dade County and the Village. All permits shall be conspicuously displayed at the filming location. 2. Permit application. Applications for a permit: i. Shall be on the form provided by the Village. ii. Shall identify the applicant. iii. Shall identify the locations where filming is going to be conducted. If the applicant is the owner of the property where filming is going to be conducted, the city shall require proof of ownership, such as the deed, or if the applicant is not the owner, then the Village shall require the owner's sworn consent to the filming and proof of ownership. Shall require that the applicant provide evidence of public liability insurance in the minimum amount of $1,000,000.00 or as otherwise established by the Village. All insurance policies shall name the Village as an additional insured. v. Shall include a parking plan for automobiles, trucks, and other vehicles connected with the filming. vi. Shall include a site plan for the locations where filming will be conducted. vii. May, at the discretion of the Village Manager, require that the applicant post a cash bond to be determined by the Village Manager and be held by the Village to be used, if necessary, to repair damage to public property caused by the filming.

Fees/Computations: Continued	Type	Fee
	Filming	3. Limitations on permits. Permits issued by the Village shall be subject to the following: i. No filming shall be permitted from 11:00 p.m. to 7:00 a.m. ii. Other limitations as specified by the Village Manager depending on the location and type of filming such as requiring off-duty police officers to be present during filming. 4. Permit fees. A permit fee in the amount of $200.00 per day shall be due and payable at the time of permit application. Permit fees shall be doubled for all filming, which is done without first obtaining a permit. The additional fee shall be imposed as a penalty. 5. Permit criteria. A filming permit shall be granted unless the Village Manager finds that the proposed filming: i. Unduly impedes governmental business or public access; ii. Conflicts with previously scheduled activities; or iii. Imperils public safety. (d) Notice to property owners prior to filming. Forty-eight hours prior to commencing any permitted filming, the permit holder shall notify in writing all property owners within 300 feet of the filming location. The notice to owners shall include but not be limited to the location, date, hours and subject matter of the filming. (e) Penalty for violation of article. Any person who violates the provisions of this article shall be subject to a $500.00 fine and revocation of the permit. (f) Exemptions from article. The following shall be exempt from the provisions of this article: 1. Individuals filming or videotaping only for their own personal or family use. 2. Employees of print or electronic news media when filming ongoing news events. This exception shall not apply to simulations or reenactments orchestrated by print or electronic news media. 3. The filming proposed to be done as a result of the variance will be conducted in accordance with all standards in this article other than those for which a variance is being granted. (h) Appeals. Any person aggrieved by the terms of a permit issued by the Village Manager, by the decision not to issue a permit, by the revocation of a permit or by the denial of a variance may, within ten days of the decision, appeal to the Village Commission, whose decision shall be final.

Fees/Computations: Continued

Type	Fee
Engineering Plan Review	$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.
Zoning Plan Review	$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.
Civil Plan Review	$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
Flood Plan Review	$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.
Public Works Plan Review	$95.00 per hour or the actual cost of Public Works plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the Public Works review.

These fees shall be paid by the contractor or owner to the Village prior to the issuance of a permit and shall, if not paid, constitute a lien upon the property for which a building permit is sought. These fees shall be due and payable without regard to whether a permit is issued by the Building Department.
If the applicant has obtained the resulting building permit within 180 days of receipt of notice from the Village that the application is approved, then the Village may close the application out and maintain the proper records as required by Florida Statutes. An applicant wishing to receive a permit after the 180-day period must reapply with a new application. There shall be no refund of any prior payments or fees if the application has expired.

Fees/Computations: Continued

The following fees shall be charged in addition to the permit fees set forth above:

Type	Fee
Updating of the information technology system: A surcharge fee equal to five percent of the Total Permit Fees shall be charged for the development, maintenance, and updating of an information technology system. This fee will be deposited into an enterprise account to support the information technology system for the Building and Zoning Department.	Minimum $5.00 Maximum $500.00
Building Department Training and Education Surcharge	$0.25 per $1,000.00 cost of construction. Fee to be collected on master permit and/or stand-alone permit.
Extended construction hours fee	Per Village Code Section 96.15, the Village Manager may set fees for extended construction hours requests based on the expected consumption of Village resources and staff time.

Fees/Computations: Continued

A permit shall expire and become null and void if the work authorized by the permit is not commenced within 180 days from the date of issuance of the permit or if the work when commenced is suspended or abandoned at any time for a period of 180 days.

Work shall be considered to have commenced and be in active progress when in the opinion of the Building Official a full complement of workmen and equipment is present at the site to diligently incorporate materials and equipment into the structure throughout the day on each full working day, weather permitting until the structure is completed.

Such work on only one day or testing shall not be considered commencement of work. If the work covered by the permit has not commenced or has been commenced and been suspended or abandoned, the Building Official may extend such permit for a single period of 180 days from the date of expiration of the initial permit if request for extension is made and received by the city prior to the expiration date of the initial permit. If the work covered by the permit has commenced, is in progress, has not been completed and is being carried on progressively in a substantial manner in accordance with the definition set forth herein, the permit shall be in effect until completion of the job.

If work has commenced and the permit becomes null and void or expires because of a lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work. If a new building permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official shall require that any work which has been commenced or completed be removed from the building site; or he may issue a new permit, on application, providing the working place and requirements to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

The fee for renewal, re-issuance, and extension of permit shall be:

Within six months of the expiration date	$250.00
After six months of the expiration date	$500.00
Extension of a permit before the expiration date	$125.00

Name:	**Business Tax Receipts**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	The following fees shall apply to Business Tax Receipts:

Type	Fee
All Applications and Renewals for Business Tax Receipts will be charged an administrative fee over the fees listed below.	$ 25.00
ABSTRACT, land title warranties or security companies	$ 275.00
ACCOUNTANTS AND AUDITORS	$ 125.00
ADMINISTRATIVE OFFICE	$ 125.00
AGENTS, bureau, brokers, operators, or dealers of all kinds, including commercial, insurance, real estate, loans, claims, transportation, manufacture, or any other kind of *business* or occupation except pawnbrokers, for each class of *business* handled, each firm.	$ 125.00
ADVERTISING PRODUCTS & SERVICES	$ 125.00
For each individual connected therewith as a salesperson	$ 37.00
ALCOHOLIC BEVERAGE VENDOR CERTIFICATE FEES (REGULATORY).	
a- Establishment selling beer and wine, for consumption off premises (no food)	$ 150.00
b- Establishment selling beer, wine, and/or liquor for consumption on premises	$ 750.00
c- Establishment selling beer and wine for consumption on premises	$ 150.00
d- Extra-hour establishment selling beer, wine and/or liquor for consumption on premises	$ 2,500.00
ADULT CONGREGATE LIVING FACILITY	$ 780.00
ANIMAL KENNEL	$ 125.00
APARTMENT HOUSES	
a- Containing three or more apartment units shall pay the following minimum fee covering first 15 rooms	$ 125.00
b- For each additional room over 15, counting every room that can be leased or rented, not included kitchens and bathrooms	$ 5.00
ARCHITECTS	$ 125.00

Fees/Computations: continued

Type	Fee
ARTISTS, including retouching, sketching, cartooning, crayon or ferrotype or other similar line	$ 62.00
ATTORNEYS	$ 125.00
AUDIO VISUAL PRODUCTION SERVICE	$ 125.00
AUDITING FIRM	$ 125.00
AUTOMATIC TELLER MACHINES	$ 150.00
AUCTION SALES (GENERAL) (BONDED) PER DAY	$ 60.00
AUCTION STORE (BONDED) Section 117.04 states: "An annual business tax is hereby imposed upon auctioneers for goods, wares, and merchandise sold at auctions by the owner, agent, the	$ 1,750.00
AUTOMOBILES	
a – Dealers	$ 125.00
b - Rental Agencies	$ 125.00
AUTOMOBILES FOR HIRE, except sightseeing buses, per auto	$ 100.00
Plus, per vehicle	$ 75.00
Private school and nursery buses, per bus	$ 62.00
AUTOMOBILE PAINT SHOP (alone or in connection with any other *business*	$ 125.00
AUTOMOBILE TOWING, the following *businesses* located and certificated in the Village are exempt from this *tax* if the towing of automobiles is incidental to the operation of their *business* auto repair shop, service or filling station, and automobile agency, for the first three trucks	$ 225.00
Plus, for each additional truck	$ 75.00
AUTOMATIC COIN GAMES. (SEE MARBLE MUSIC, PICTURE MACHINES AND VIDEO)	
AUTOMATIC COIN-OPERATED LAUNDRY WASHING MACHINE DISTRIBUTOR, where machines are not used in connection with certificated laundry	$ 175.00
Each machine	$ 5.00
a - AUTOMATIC COIN-OPERATED LAUNDRY MACHINES, not otherwise certificated, upon persons maintaining the same, or the proprietor thereof, each machine	$ 5.00
b - AUTOMATIC COIN-OPERATED CLOTHES DRIERS, not otherwise certificated, or the operator thereof, where machines are not used in connection with certificated laundry, each machine	$ 5.00

Fees/Computations: continued	Type	Fee
	BAKERY (manufacturing) employing five persons or less	$ 100.00
	BAKERY GOODS MARKET (Retail) or Department, within the meaning of this section shall be construed as any place of *business* where bakery goods are sold at retail, for such *business* contained within a retail establishment	$ 50.00
	And for a standalone establishment	$ 125.00
	BARBER SHOPS AND BEAUTY SHOPS	
	Each shop (minimum)	$ 125.00
	Per chair	$ 25.00
	BICYCLES, rent and repair	$ 100.00
	BOAT LIVERY renting not over eight boats, jet ski, surfboards	$ 75.00
	For each additional five boats, jet ski, surfboards or additional portion thereof	$ 43.75
	BOATS AND SHIPS	
	a- storage basins and sheds	$ 375.00
	b- sightseeing or excursion	$ 375.00
	c- boat sales	$ 375.00
	BONDSMAN—professional, each one should pay	$ 125.00
	BOOT AND SHOE REPAIR SHOP	$ 75.00
	BROADCASTING	
	a- Cable Television	$ 1,050.00
	b- Radio	$ 1,000.00
	c- Television	$ 1,500.00
	BUILDING AND LOAN ASSOCIATIONS; MORTGAGE COMPANIES; SAVINGS AND LOAN ASSOCIATIONS; BANKS CHARTERED BY THE STATE OF FLORIDA OR THE UNITED STATES OF AMERICA, AND EACH BRANCH THEREOF	$ 500.00
	BURGLAR ALARM/MONITORING COMPANY	$ 125.00
	BUTCHER/BUTCHER SHOP	$ 125.00
	CANDY AND CONFECTIONERY MAKERS employing	$ 125.00

Fees/Computations: continued	Type	Fee
	CARPET CLEANING	$ 150.00
	RENTAL (per machine)	$ 10.00
	CARPET INSTALLERS, FLOOR COVERING, CARPET, TILES, GLASS, ETC.	$ 125.00
	CAR WASH	$ 200.00
	CATERER	$ 125.00
	CHECK CASHING	$ 200.00
	CHEMISTS	$ 125.50
	CHIROPODIST (See division (A)(88) Podiatrists)	$ 125.00
	CHIROPRACTORS	$ 125.00
	COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution)	$ 125.00
	Each $0.01 machine 6.50	
	Each $0.02 through $0.15 machine 6.25	
	Each machine $0.16 and over 6.25	
	"Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of $10,000.00 for injury to any one person in the same accident, and $20,000.00 for injury to more than one person in the same accident, and $1,000.00 property damage in any one accident."	
	COMMERCIAL SANITATION SERVICES	$ 400.00
	COMPUTER DESKTOP PUBLISHING AND/OR VIDEO EDITING	$ 125.00
	COMPUTER RELATED SERVICES (not elsewhere classified)	$ 125.00
	CONSULTANT	$ 125.00
	CONTRACTORS	$ 250.00
	COURIER	$ 125.00

Fees/Computations: continued

Type	Fee
DANCE STUDIOS (where lessons are given to students, State certification required prior to issuance of license	$ 125.00
DATA PROCESSING SERVICE AGENCY	$ 125.00
DATA PROCESSING SOFTWARE DEVELOPMENT	$ 125.00
DAY CARE	$ 200.00
DENTISTS	$ 125.00
DETECTIVES, INCLUDING CIVIL, COMMERCIAL, CORPORATION, CRIMINAL, INDUSTRIAL, INSURANCE, RAILROAD AND OTHER SIMILAR INVESTIGATIONS	$ 125.00
DIETICIANS	$ 125.00
DOCTORS, PHYSICIANS, AND THE LIKE	$ 125.00
DOG GROOMING OR SMALL ANIMAL CLINIC OR PET SHOP EXCLUDING THE SALE OF DOGS	$ 125.00
DRESSMAKING/ALTERATIONS (no saleable stock without merchants license	$ 125.00
DRY CLEANING AND LAUNDRY (on premises)	$ 175.00
ELECTRICAL ENGINEERS	$ 125.00
ELECTROLOGISTS	$ 125.00
ELECTROLYSIS	$ 125.00
EMPLOYMENT AGENCY	$ 125.00
ENGINEERS (state license required)	$ 125.00
ENGRAVERS	$ 125.00
EXTERMINATORS, INSECT AND VERMIN	$ 175.00
FILM INDUSTRY	$ 150.00
FISH MARKETS	$ 150.00

Fees/Computations: continued	Type	Fee
	FLORISTS, subject to the provisions of Chapter 35 of this Code	$ 100.00
	FRUIT AND VEGETABLE MARKETS OR DEPARTMENTS, within the meaning of division (A)(48) of this section, shall be construed as any place of *business* where undried fruits and vegetables are sold at retail	$ 200.00
	FRUIT, NUT, AND THE LIKE, PACKING, SHIPPING, whether operated in connection with any other *business* or not, subject to the provisions of this Code	$ 200.00
	GARAGE, PUBLIC, for storage, repairing of automobiles, trucks and other motor vehicles, in addition, garages or service stations, selling accessories also require a merchant's receipt and garages must pay agent's *business tax* for each make of car for which they are authorized agents	$ 200.00
	GARDENER (see Landscape Maintenance)	
	GROCERY STORES, within the meaning of this section, shall be construed as any place of a *business* where groceries and food products are sold at retail	
	a- Under 5,000 square feet	$ 468.75
	b- Over 5,000 square feet	$ 781.25
	HAIRDRESSING (see Beauty Shops)	
	HALL FOR HIRE	$ 125.00
	HELIPORTS	$ 250.00
	HOMEOPATHIC PHYSICIANS	$ 125.00
	HOTELS	$ 500.00
	ICE CREAM, makers or manufacturers of	
	a- Employing five persons or less	$ 125.00
	b- Employing more than five persons	$ 150.00
	CERTIFICATES TO BE PAID BY INSURANCE COMPANIES:	
	A *business tax* in the amount of $50.00 shall be required to be paid by all insurance companies conducting or engaging in *business* in the Village.	$ 50.00
	INTERIOR DESIGNERS/DECORATORS	$ 125.00

Fees/Computations: continued

Type	Fee
JEWELERS shall be required to pay merchants *business tax*	$ 125.00
LABORATORIES, chemical, dental, optical or x-ray	$ 200.00
LABORATORY TECHNICIANS	$ 125.00
LANDSCAPE MAINTENANCE	$ 75.00
MARBLE MACHINES, ELECTRONIC GAMES, PICTURE MACHINES, VIDEO, AUTOMATIC COIN GAMES, or devices of skill or other similar machines or games operated for profit. Every person selling, leasing or renting one or more marble machines, electronic game, automatic coin game, video game, or device of skill or other similar machine or games (not in excess of three at any one location) for, or in connection with any other *business* shall, as a prerequisite, be required to pay a *business tax* of	$ 125.00
MASSEURS	$ 125.00
MEAT MARKETS OR MEAT DEPARTMENTS, within the meaning of this subsection shall be construed as any place of *business* where fresh meats, poultry or processed meats are sold at retail	$ 150.00
MECHANICAL ENGINEERS	$ 125.00
MERCHANTS, all persons engaged in the *business* of selling merchandise of any kind, sort or description, except as otherwise specifically provided by this section, shall be required to pay a merchant's *business tax*	$ 125.00
MESSENGER SERVICE, exclusive of telegrams	$ 100.00
MIRRORS/GLASS, makers or manufacturers of:	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
MONEY ORDER AGENCIES	$ 50.00
MONEY TRANSFER AGENCY	$ 150.00
MOTION PICTURE/VIDEO RENTAL AGENCY	$ 200.00
MUSIC, furnished by telephone wire	$ 187.00

Fees/Computations: Continued

Type	Fee
MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other *business* shall, as a prerequisite, be required to pay *business taxes* as follow:	
a- The applicant (distributor) desiring to sell, rent or lease one or more music box, mechanical phonograph, console, juke box or other similar machine shall file with the license department in person, if a natural person, or by duly authorized agents of the firm or corporation a *business tax* receipt to do *business* in the Village. Such receipt shall be issued to the applicant to engage in the selling, leasing, or renting of music boxes, mechanical phonographs, consoles, juke boxes or other similar machines alone or in connection with any other *business* upon the payment of a *business tax*	$ 625.00
b- In addition to the foregoing, there shall be imposed upon music boxes, mechanical phonographs, consoles, juke boxes, or other similar machines sold, leased or rented as aforesaid a *business tax* as follows: On each of the first 35	$ 125.00
c- For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the *business* of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a *business tax*	$ 125.00
Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional *business tax*	$ 12.25
Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village Manager, or his designee, and must be affixed to the instrument or machine in a conspicuous place by the *business tax* receipt, such tag to be numbered serially and bear such appropriate inscription as the Village Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.	

Fees/Computations: Continued

TYPE	FEE
NEWS DEPOT, not in connection with other *business*	$ 75.00
NEWSPAPERS OR PERIODICALS	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
NIGHTCLUBS	$ 2,500.00
NURSING HOMES, PRIVATE HOSPITAL AND CONVALESCENT HOME	$ 1,000.00
OPTICIANS	$ 125.00
OPTOMETRISTS	$ 125.00
OSTEOPATHS	$ 125.00
PARALEGALS	$ 125.00
PAWN SHOPS	$ 250.00
PHARMACISTS	$ 125.00
PHOTOGRAPHERS, not itinerant, including developing and printing or agencies for same or both	$ 125.00
PHYSICAL CULTURE DIRECTORS	$ 125.00
PHYSIOTHERAPISTS	$ 125.00
PICTURE FRAMING	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PICTURE TAKING MACHINES, each machine	$ 100.00
PODIATRISTS	$ 125.00
PRINTING, all kinds	
a- Employing five persons or less	$ 125.00
b- Employing more than five persons	$ 150.00
c- Post office box service agency	$ 125.00
PRIVATE SCHOOLS, SCHOOLS, COLLEGES OR OTHER EDUCATIONAL OR TRAINING INSTITUTIONS, operated for profits, for each place of *business*	$ 250.00
PROPERTY MANAGEMENT, or the *business* or service of opening and closing of homes, or both	$ 125.00
RADIO DEALERS (See Merchants for rate)	
COMMERCIAL RECYCLING	2[illegible] $ 400.00

Fees/Computations: continued

TYPE	FEE
REPAIR SHOPS, including upholstering, furniture repairing, keys and locks, knife and lawn mower sharpening, refrigerator, and the like, for each place of business	$ 125.00
RESTAURANTS, DRUGSTORES, or other establishments serving food, permitting the operation of cafe, cafeteria, public dining room, tea room or restaurant with chairs or stools, each to count as one seat:	
a- The first 20 seats shall pay a minimum fee of	$ 125.00
b- For each additional seat over ten through 800	$ 5.00
c- For each additional seat over 800	$ 5.00
d- Flat annual fee for outdoor dining	$ 250.00
RUBBER STAMPS, MAKERS OR MANUFACTURERS OF, employing five persons or less	$ 125.00
SERVICE STATIONS	
a- First pump	$ 250.00
b- Each additional pump	$ 70.00
SIGHTSEEING BUSES, each bus	$ 75.00
SIGN WRITERS, provided one must have contractor's license and permit from the Chief Building Inspector in order to erect signs over six square feet in area	$ 125.00
SOCIOLOGIST OR MARRIAGE COUNSELOR	$ 125.00
SODA FOUNTAINS, provided that soda fountains operate in connection with regularly drugstore with a business tax receipt, restaurant or confectionery store do not require a	$ 85.00
SOLARIUM	$ 150.00
HEALTH SPAS AND CONVALESCENT HOMES	$ 780.00
SWIMMING POOLS (See Merchants or contractor's business tax receipt as applicable	$ 75.00
TAILOR, each shop	$ 125.00
TAX COLLECTION AGENCIES, includes auto tags, drivers' licenses, hunting and fishing licenses, boat registration, etc.	$ 175.00
TAXIDERMISTS	$ 125.00
TELEGRAPH/TELEPHONE COMPANIES	$ 200.00
THEATERS	$ 450.00
THEATRICAL OR DRAMATIC TROUPES, or companies for profit where performance is not given in a local theater holding a business tax receipt, each performance	$ 200.00
"THEATRICAL PERFORMANCE, wholly for benevolent or charitable purposes, no license required	Exempt

Fees/Computations: Continued

TYPE	FEE
TOWEL AND LINEN SUPPLY SERVICE, not including commercial laundry work, for each person delivering	$ 150.00
TRANSFER BUSINESS (baggage)	$ 125.00
TRANSPORTATION SERVICE	$ 150.00
TRAVEL BUREAU	$ 150.00
VALET PARKING, at hotels, high-rise apartments, houses each location	$ 175.00
WEIGHING MACHINES, each machine	$ 6.00
WHOLESALE DEALERS	
a- In dry goods, notions, jewelry, clothing, groceries, fruits, vegetables, produce of all kinds, or other merchandise, on foot or from wagons, trucks or other vehicles, selling or delivering at wholesale, including wholesale dry cleaners and wholesale laundries, except delivering on orders previously taken	$ 200.00
b - Provided, however, that any such wholesale dealers in meats and poultry who solicit or take orders for or deliver any cleansed, drawn or cut poultry or fresh meats, excluding hindquarters, smoked meats or fresh meats in bulk, without having a bona fide established place of business in the Village shall be required to obtain a permit as provided for in the case of retail solicitors and required to obtain separate business tax receipt thereof at	$ 200.00
WINDOW CLEANERS AND JANITOR SERVICE	$ 200.00

Name:	**Police Services**
Receiving Fund(s):	General Funds
Purpose:	The Police Department will deliver the highest level of efficient and effective community based public safety services through our unwavering commitment to organizational excellence.
Fees/Computations:	

TYPE	FEE
False alarm fee for non-emergency Fire and Police alarms	The first two are $0; each additional false alarm is $300
No Trespassing Sign	$50 per sign

Name:	**Public Work Department Fees**
Receiving Fund(s):	General Funds
Purpose:	Assist in the maintenance of all Village streets, including resurfacing, potholes repair, re-striping. The Department is also responsible for the landscaping, signage, water systems, sewer systems, stormwater systems, and parking throughout the Village.
Fees/Computations:	

TYPE	FEE
Rental of municipal parking (in front of Treasure Island Care Center) located east of the intersection of Mutiny and North Treasure Dr.	$2,000 per month parking lease from TICC
Visitor Metered Parking in Harbor Island	$2.00 per hour for metered parking
Monthly Guest Parking Permit (if available)	$75.00 per month
Parking Permit for Residents of Legacy Buildings in Harbor Island	$100.00 per year
Additional Parking Permit for Residents of Legacy Buildings in Harbor Island (if available)	$150.00 per year
Parking Permit for Residents of Non-Legacy Buildings in Harbor Island (if available)	$300.00 per year
Parking Permit Transfer Fee for Residents in Harbor Island	$25.00 per transfer
Commercial Employee Parking in Harbor Island	$300.00 per year
Commercial & multifamily buildings inspections for probable sewer backup when a backup occurs on the private property side.	$50.00 per each occurrence

Name:	**Lobbyist Registration**
Receiving Fund(s):	General Funds
Purpose:	To ensure the integrity of the municipal governance process, act as the official resource center while providing quality customer service to members of the public, Village Commission, and staff.
Fees/Computations:	

TYPE	FEE
Lobbyist Annual Registration Fees and Lobbyist Principal Fees	$300 annual fee; $100 per principal

Name:	**Short Term Vacation Rental Licenses**
Receiving Fund(s):	General Funds
Purpose:	Short term vacation rental (STVR) licensing fees shall be used to cover costs associated with the administration and enforcement of short-term vacation rental regulations for Short Term Vacation Rental properties.
Fees/Computations:	

TYPE	FEE
Initial License Application Fee	$800.00
License Renewal or Modification Fee	$500.00
Change of Agent	$250.00
Vested Rights Determination Application	$1,500.00
Appeal of Vested Rights Determination	$1,000.00

ITEM NO. 14.I

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion and Launch of the 2026 Treasure Island Commissioner Internship Program - Sponsored by Commissioner Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta wishes to engage the community and launch the 2026 Treasure Island Commissioner Internship Program.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.J

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion on Upcoming Community Events - Sponsored by Commissioner Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta invites the Village Commission to discuss the Village's upcoming events.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ITEM NO. 14.K

North Bay Village
Recommendation Memorandum

DATE: April 21, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion and Introduction of a Youth Board Initiative - Sponsored by Commissioner Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS
Commissioner Acosta will discuss and introduce a proposed Youth Board initiative.

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

PERSONNEL IMPACT
None