NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Tuesday, May 19, 2026 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141

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

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

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

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION: The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The Village highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.
Watch the Public Meeting: https://northbayvillage-fl.gov/videos TV Channel 661 Facebook Live
Participate in the meeting via Zoom: Meeting ID: 891 2658 3746
Listen via telephone to the Virtual Public Meeting: 1-305-224-1968 or 1-929-205-6099
For technical support during the meeting, please contact: (786) 309-4991

PUBLIC COMMENTS

Public comments will be accepted by the following means:

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

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

VIA E-MAIL TO: publiccomment@nbvillage.com

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

PUBLIC RECORDS

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

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

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details) Meeting ID: 891 2658 3746
Tuesday, May 19, 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.

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.

---

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

2. Order of Business

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

3.A. Presentation of a Proclamation Recognizing National Public Works Week

3.B. Presentation of the 2023-2024 Annual Comprehensive Financial Report [ACFR]
Annual Comprehensive Financial Report.pdf

3.C. Presentation of the Village Police Department 2025 Officer and Civilian of the Year
2025 OFFICER OF THE YEAR-DETECTIVE CORPORAL HUBERT MOLINA.pdf
2025 CIVILIAN OF THE YEAR-RECORDS CLERK MARIE ARMAND.pdf
2025 OFFICER OF THE YEAR-PATROL-CPL MARCEL ASCANIO.pdf

4. Open Forum

5. Approval of Commission Minutes

5.A. Approval of the April 21, 2026, Meeting Minutes - Village Clerk, Alba L. Chang
04.21.2026 - Draft Minutes.pdf

6. Advisory Board Minutes/Written Reports.

6.A. Residents Services Board Report

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 Community Center Grand Opening Committee (May 2026)

9.B. Traffic Enforcement Report (April 2026)
Monthly Traffic Report (April 2026).pdf

9.C. Community Engagement Report (April 2026)
COMMUNITY ENGAGEMENT REPORT APR 2026.pdf

9.D. Code Compliance Report (April 2026)
February 2026 CM-Code Report.pdf
March 2026 CM-Code Report.pdf
April 2026 CM-Code Report.pdf

10. Village Clerk's Report

10.A. Village Clerk Report for April 2026
PRR Log 2026 - April.pdf
2026 Advisory Attendance Report - April.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, ESTABLISHING THE YOUTH ADVISORY BOARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER DORIS ACOSTA

It is recommended that the Village Commission consider and Adopt the proposed Resolution as presented.

Resolution Establishing Youth Advisory Board.DOCX

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF SANDRA SIEFKEN AS CHIEF FINANCIAL OFFICER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve a resolution confirming the appointment of Sandra Siefken as Chief Financial Officer.

Resolution Confirming Sandra Siefkin as CFO.DOCX
S. Siefken Offer Letter.pdf

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A RESILIENT FLORIDA GRANT PROGRAM AWARD IN THE AMOUNT OF $185,925.00 FOR THE VILLAGE'S ADAPTATION PLAN UPDATE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission authorize the Village Manager to execute Grant Agreement No. 26PLN27 with the Florida Department of Environmental Protection (DEP) for the Resilient Florida Program Planning Grant in the amount of $185,925.00 for the North Bay Village Adaptation Plan Update.

Resolution -FDEP Resilient Grant-Adaptation Plan Update.DOCX
Grant Agreement - Adaption Plan Update.pdf

11.D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH PFM FINANCIAL ADVISORS, LLC FOR FINANCIAL ADVISORY SERVICES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON

It is recommended that the Village Commission approve an Agreement with PFM Financial Advisors, LLC for Financial Consulting Services.

Resolution PFM Financial Advisors.DOCX

Exhibit A - PFM Agreement 2026.pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MULTI-FUNCTION DEVICES, COPIERS, AND RELATED SOFTWARE AND SERVICES FROM TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission ratify the lease agreements with Toshiba America Business Solutions for copier equipment for office operations.

Resolution Approving Toshiba Copiers Contract.DOCX
Toshiba - Memo.pdf
NASPO _toshiba.pdf

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $186,127.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission ratify the expenditures to Jormak Equipment and Consulting Inc. in the amount of $186,127.50 for emergency utility system repairs.

Resolution Ratifying Jormak Repairs.DOCX
Composite Exhibit A-Jormak.pdf

12. First Reading of Ordinances

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

13. Public Hearings

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

13.A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA 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.

It is recommended that the Commission adopt the proposed Ordinance.

Memo - Agenda 2ndReading.DOCX
Ordinance Amending Chapters 8 and 11 and 15 - Sign Code - 05.19.26.docx
Exhibit A to Ordinance - 05.19.26.DOCX
Exhibit B to Ordinance - 05.19.26
Exhibit C to Ordinance - 05.19.26
BIE Sign Code Amendment - Posted 05.05.2026.pdf
Notice of Public Hearing - MDC Legal Ads 05.04.2026.pdf

13.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

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 on Bay-Second Reading.DOCX
BIES - Overnight Anchorting Restrictions -Posted 05.04.26.pdf
Notice of Public Hearing - MDC Legal Ads 040726.pdf
Notice of Public Hearing - MDC Legal Ads 05.04.2026.pdf

13.C. 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 Adopt the Proposed Ordinance on Second Reading as presented.

Staff Memo - Ordinance Section 8.11 Use Exceptions.DOCX

Ordinance Amending Section 8.11 Use Exceptions.DOCX
BIE Temporary Use Setback Modifications - Posted 05.05.2026.pdf
Notice of Public Hearing - MDC Legal Ads 05.04.2026.pdf

13.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Staff recommends **approval** of the Use Exception pursuant to Sec. 8.11(B)(4), subject to the adoption of the proposed Ordinance as well as the conditions provided in the staff memo.

At its May 6, 2026 Beeting, the Planning and Zoning Board voted to recommend **Approval**, with a condition to mitigate the effect of any nuisances onto the neighboring properties.

Resolution - Use Exception 7918 W Dr (Tula Sales Center).docx
Staff Report - 7918 W Dr Use Exception_Post P&Z.docx
1 - Application.pdf
2 - Letter of Intent.pdf
3 - Boundary Survey.pdf
4 - Architectural Plans.pdf
7918 W. Drive- Mailers and Posting.pdf
Notice of PH - MDC Legal Ads 04.21.2026.pdf
Notice of Public Hearing - MDC Legal Ads 05.04.2026.pdf

13.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS LLC 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 ZERO (0) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

Staff recommends **approval** of the Use Exception pursuant to Sec. 8.11(B)(4), subject to the adoption of the proposed ordinance as well as the conditions included in the staff report.

At its May 6, 2026 meeting, the Planning and Zoning Board voted to recommend **Approval**, subject to a modification of Condition No. 5 to permit an approved timeframe through May 14, 2028, or until completion of sales, whichever occurs first.

Resolution 7940 W Dr (Sales Center Relocation).docx
Staff Report - 7940 W Dr Sales Center Post P&Z Board.docx
1 - Application.pdf
2 - Letter of Intent.pdf
3 - Boundary Survey.pdf
4 - Architectural Plans.pdf
7938-7940 Mailers and Posting.pdf
Notice of Public Hearing- MDC Legal Ads 04.21.2026.pdf
Notice of Public Hearing - MDC Legal Ads 05.04.2026.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion on the Next Steps of the Stormwater Park to be Located at West Treasure Drive - Sponsored by Mayor Rachel Streitfeld and Commissioner Doris Acosta
Chin Diesel - 7560 W Treasure Drive.pdf

14.B. Discussion on the proposed PFL/AFA Programming, Scholarships, Field Schedules, Summer Programs, and Kids Soccer Program - Sponsored by Vice Mayor Goran Cuk and Co-Sponsored by Commissioner Doris Acosta
Programming Schedule - Per Agreement.pdf

14.C. Update on the Island Walk Project - Sponsored by Commissioner Andy Daro

14.D. Discussion on the Potential Addition of Electric Vehicle Charging Stations in the Village - Sponsored by Commissioner Andy Daro

14.E. Discussion on a Proposed Community Contributions Formula - Sponsored by Commissioner Richard Chervony
Proposed Building Height RM70 CC.pdf

14.F. Discussion on the Zoning Review for RM40 - Sponsored by Commissioner Richard Chervony

14.G. Discussion on the Proposed Agreement Amendment to the Agreement with Treasure Isle Care Center - Village Manager, Frank Rollason

Proposed Amendments - TICC.pdf

14.H. Discussion and Appointment to the Sustainability & Resilience Task Force - Village Clerk, Alba L. Chang
SRTF request for Appointment - 3 Applicants.pdf

15. Adjournment

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

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

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

ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation of a Proclamation Recognizing National Public Works Week

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Rachel Streitfeld and the Village Commission wish to recognize our Public works professionals focus on the infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and the well-being of the people of North Bay Village.

The Mayor and Commission hereby proclaim May 17 - 23, 2026 "National Public Work Week"

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation of the 2023-2024 Annual Comprehensive Financial Report [ACFR]

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
None

ATTACHMENTS
Annual Comprehensive Financial Report.pdf

North Bay Village, Florida

Annual Comprehensive Financial Report
For the Fiscal Year Ended

September 30, 2024



ANNUAL COMPREHENSIVE FINANCIAL REPORT
OF NORTH BAY VILLAGE, FLORIDA

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Prepared by

The Finance Department

NORTH BAY VILLAGE, FLORIDA

CONTENTS

Introductory Section

Letter of Transmittal ..... i-v
Organizational Chart vi
List of Elected and Principal Officials vii

Financial Section

Independent Auditors' Report 1-3

Management's Discussion and Analysis (Unaudited) 4-11

Basic Financial Statements
Government-wide Financial Statements
Statement of Net Position 12
Statement of Activities 13
Fund Financial Statements
Balance Sheet – Governmental Funds 14
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Position 15
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 16
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities 17
Statement of Net Position – Proprietary Funds 18
Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds 19
Statement of Cash Flows – Proprietary Funds 20
Notes to Basic Financial Statements 21-58

Required Supplementary Information

Budgetary Comparison Schedules:
Budgetary Comparison Schedule – General Fund 59
Notes to Budgetary Comparison Schedules 60
Schedule of Proportionate Share of Net Pension Liability – Florida Retirement System Pension Plan 61
Schedule of Proportionate Share of Net Pension Liability – Health Insurance Subsidy Program Pension Plan 62
Schedule of Village Contributions - Florida Retirement System Pension Plan 63
Schedule of Village Contributions - Health Insurance Subsidy Program Pension Plan 64
Schedule of Changes in Total OPEB Liability and Related Ratios – Other Post-Employment Benefits (OPEB) 65

NORTH BAY VILLAGE, FLORIDA

CONTENTS

Supplementary Information:

Combining and Individual Fund Financial Statements and Schedules:

Combining Fund Financial Statements:
Combining Balance Sheet – Nonmajor Governmental Funds 66-67
Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds 68-69

Budgetary Comparison Schedules:
Grant Administration 70
Building Fees Fund 71
Street Maintenance Fund 72
Transportation Fund 73
Roadway Projects Improvements Debt Service Fund 74
Debt Service Fund 75
CITT Roadways Capital Improvements Fund 76
Capital Projects Fund – ARPA 77
Capital Projects Fund 78
Capital Projects GOB Fund 79
Capital Projects GOB 2022 Parks Project 80

Statistical Section

Net Position by Component 81
Changes in Net Position 82-83
Fund Balances of Governmental Funds 84
Changes in Fund Balances of Governmental Funds 85
Governmental Activities Tax Revenues by Source 86
General Governmental Revenues by Source 87
Assessed Value and Estimated Actual Assessed Value of Taxable Property 88
Direct and Overlapping Governments 89
Principal Property Taxpayers 90
Property Tax Levies and Collections 91
Ratios of Outstanding Debt by Type 92
Ratio of General Bonded Debt Outstanding 93
Direct and Overlapping Governmental Activity Debt 94
Legal Debt Margin Information 95
Pledged-Revenue Coverage 96
Demographic and Economic Statistics 97
Occupational Employment by Group – Miami-Dade County, Florida 98
Full-Time Equivalent Village Government Employees by Function 99
Operating Indicators by Function/Program 100
Capital Assets by Function 101

NORTH BAY VILLAGE, FLORIDA

CONTENTS

Compliance Section

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* 102-103
Independent Auditors' Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance Required by the Uniform Guidance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance 104-106
Schedule of Expenditures of Federal Awards 107
Notes to Schedule of Expenditures of Federal Awards 108
Schedule of Findings and Questioned Costs 109-116
Summary Schedule of Prior Audit Findings 117
Management Letter in Accordance with the Rules of the Auditor General of the State of Florida 118-120
Independent Accountants' Report on Compliance Pursuant to Section 218.415 Florida Statutes 121
Corrective Action Plan 122-124
Affidavit, F.S. Section 163.31801, Impact Fees 125

INTRODUCTORY SECTION

North Bay Village

Administrative Offices

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

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

www.nbvillage.com

March 31, 2026

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

In accordance with Section 11.45, and Section 218.39 Florida Statutes and Section 4.01 of North Bay Village, Florida's ("the Village") Charter, submitted herewith is the Village's Annual Comprehensive Financial Report (the "ACFR") for the fiscal year ended September 30, 2024.

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

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

THE REPORTING ENTITY AND ITS SERVICES

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

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

The Village consists of an area of approximately .80 square miles, with a population of 8,300 residents. The actual land area is .37 square miles, and the remaining is the waters of Biscayne Bay that surrounds the Village. Currently there are various new mixed-use, residential, and commercial developments in the Village's review and approval process. One of the attractions for new development is that North Bay Village is a 3-island paradise surrounded by Biscayne Bay. The Village will soon welcome the construction of The Brent W. Latham Community Center & The contractor selection for the Village's Municipal Complex construction-which will be home to all Village services including Police and Fire Department.

Fiscal Year 2024

The combination of a mix of small (older) and larger (newer) condominiums along with the Village location on Biscayne Bay has allowed the taxable value to recover from the most recent real estate volatility. The Village's current taxable value of approximately $1.56 billion shows 96.6% improvement since the lowest taxable values in 2012. During the past year, we continue to see increase in the number of building permits and applications for mixed use (commercial and residential) projects. This development rise will serve to generate jobs and boost the Village's local economy.

MAJOR INITIATIVES

The Village continues to work on major repairs and improvements to the Village's infrastructure and continues to seek grants to assist with funding for these major projects.

- New pump station projects for Hispanola Ave. and Galleon Street.
- Start of construction of the North Bay Village Brent W. Latham Community Center
- Treasure Island pedestrian signal & ADA improvements.
- Harbor & Treasure Island sidewalk improvements.
- Stormwater inlet filters and outfall upgrades.
- Vogel Park upgrades include boat lift for marine patrol vessel and kayak launch.
- North Bay Island Stormwater Improvements.
- RFP preparation soon to begin for contractor selection to build Village's new municipal complex which will be the home of the Villages administrative services, Police Department and County Fire Station #27.

The Village also continues to invest in its youth by offering free youth sports and activities to residents and students at Treasure Island Elementary School through Creece Consulting (Soccer) and Arts 4 Learning (camps).

FINANCIAL INFORMATION

Internal Accounting Control

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

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

Budgetary Control

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

Overview of Financial Activity

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

Fund Balances

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

Retirement Programs

The Village contributes to the Florida Retirement system (FRS) which is the basic defined benefit pension plan for most Village employees. The FRS contributions are based on employee classifications. The Village also contributes to a defined contribution plan for 2 employees that remained when the Village converted to the FRS. The plans currently cover all full-time and part-time employees of the Village. Under these plans, the Village contributes between 14.03% and 35.19% to the FRS. The employees covered by the FRS System contribute 3.0% of salary. The employees covered by the defined contribution plan contribute 5.5 % of salary through a bi-weekly payroll deduction and the Village contributes 13.5 %.

Labor Contracts

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

Financing Programs and Debt Administration

The Village currently has thirteen outstanding long-term debt issues. The Village has seven water and sewer infrastructure loans through the Florida Department of Environmental Protection (DEP). The seven loans are accounted for entirely in the Utility Fund and are paid for by customer charges for services. These loans have various interest rates ranging from .09% to 2.99%. The last loan will be paid off in October 2037. The principal outstanding on the water and sewer infrastructure loans as of September 30, 2024, totaled $11,996,988.

The Village has four General Obligation (GO) bond issues outstanding. They were issued in 2010, 2011, 2022 and 2023 and will be paid off in December 2031, June 2028, June 2032, and June 2038, respectively. The total principal outstanding on the GO bonds as of September 30, 2024, is $12,515,002.

The Village in May 2018 issued a $2,350,000 taxable note for the purchase of the Sakura property. The purchase price was $2,295,000 and had a coupon interest rate of 3.336%. This was a 3 year note with a balloon payment of $2,270,000 in July 2021. In May 2021, the note was refinanced for a 15-year term. The new note bears interest of 2.984% and is payable semiannually while principal ranging from $125,000 to $190,000 is payable annually on July 1 of each year through July 1, 2036. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2024, is $1,960,000.

In fiscal year ended September 30, 2020, the Village borrowed $1,500,000 relating to a Road Improvement Revenue Note, Series 2020, for the purpose of financing the costs of improvements to the Village's roadways and paying costs of issuance of the note. The note bears interest of 1.221% and is payable semiannually while principal ranging from $90,000 to $110,000 is payable annually on July 1 of each year through July 1, 2035, when the remaining balance of $1,500,000 is due. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2024, is $1,125,000.

OTHER INFORMATION

Independent Audit

In accordance with Section 11.45(3) (a) (4), Florida Statutes, and 4.1 of the Village Charter, the Village engaged the firm of CBIZ CPAs P.C. to perform the independent audit of the Village's accounts and records. The independent auditors' reports are included in the Financial Section.

Acknowledgements

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

Respectfully submitted,

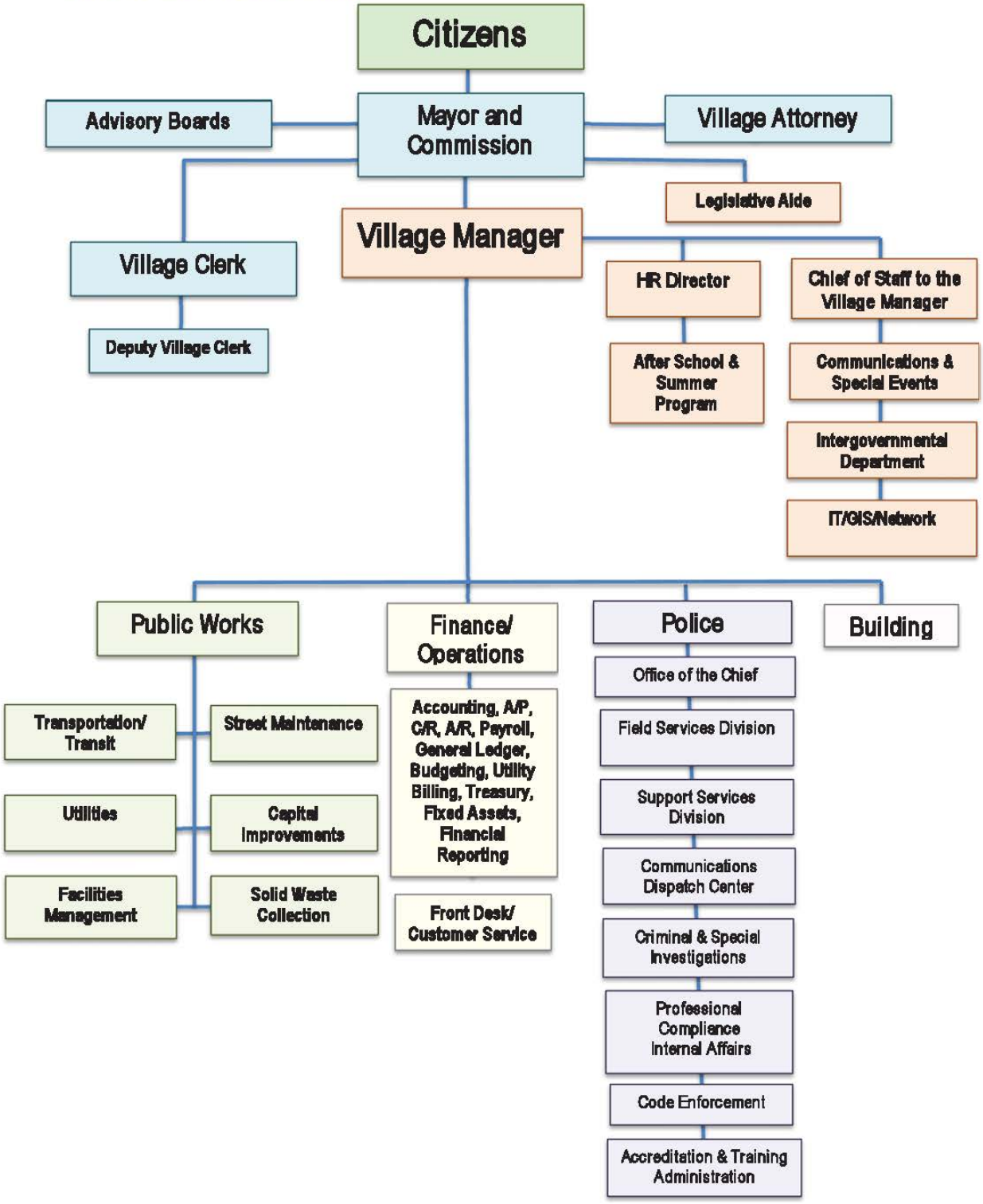


Frank Rollason, Village Manager



Mayte Gamiotea, Chief Financial Officer

ORGANIZATIONAL CHART



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

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

CBIZ CPAs P.C.

One Southeast Third Avenue
Suite 1100
Miami, FL 33131

P: 305.995.9600

Independent Auditors' Report

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

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida (the "Village"), as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

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

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

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 11, the budgetary comparison schedule and related notes, the information of the pension and OPEB on pages 59 through 65, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have

applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Village's basic financial statements. The combining and individual fund financial statements and schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules, are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

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

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2026 on our consideration of the Village's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Village's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Village's internal control over financial reporting and compliance.

CBIZ CPAs P.C.

Miami, Florida
March 31, 2026

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

As management of the North Bay Village, Florida (the "Village"), we offer readers of the accompanying financial statements this narrative overview and analysis of the financial activities of the Village for the fiscal year ended September 30, 2024.

Financial Highlights

The assets and deferred outflows of resources of the Village exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $44,449,362 (total net position). Governmental activities net position amounted to $30,788,146, and business-type net position amounted to $13,661,216. Net position increased by $21,338,489, during the current fiscal year. The increase in total net position was the result of an increase in revenues - primarily, property tax revenue due to increase in property values combined with higher collection of impact fees and developer contributions for future projects - that outpaced a modest increase in expenditures.

For the fiscal year ended September 30, 2024, the Village's governmental activities revenues and expenses were $36,325,130, and $14,928,158, respectively. Transfers out to business-type activities amounted to $1,010,380. As a result, governmental net position increased by $20,386,592. This increase in net position, when compared to the prior year's increase of $4,266,363, is reflective of increases in grants and contributions received along with increases in charges for services, tax revenues and investment income (due to favorable market conditions) of $21,603,331 that exceeded the increase in expenses of the governmental activities of $1,225,548 and an increase in the transfers to the business-type activities of $552,480.

For the fiscal year ended September 30, 2024, the Village's business-type activities revenues and expenses were $8,295,639, and $8,830,976, respectively. As a result, combined with transfers in from governmental activities of $1,010.380, business-type activities net position increased by $951.897. The current year increase in net position was primarily the result of a $639,628 increase in charges for services and capital grants and contributions, offset by an increase in current year expenses of $841,772.

At the close of the current fiscal year, the Village's governmental funds reported combined fund balances of $42,211,802, an increase of $17,216,990, in comparison with the prior year. Approximately 32% of this amount ($15,671,892) is assigned/unassigned. This amount represents 124% of the fiscal year's General Fund expenditures, or 15 months of operations. This is almost double the balance as of the end of the prior year.

Overview of the Financial Statements

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

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

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

The statement of activities presents information showing how the Village's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes, earned but unused vacation leave, and long-term obligations in the governmental funds) of the government-wide financial statements distinguish functions of the Village that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Village include general government, public safety, building, planning, and zoning, public works and parks and recreation. The business type activities of the Village include water, sanitation, sewer, and storm water operations. The government-wide financial statements can be found on pages 12 and 13 of this report.

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

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

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

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

The governmental fund financial statements can be found on pages 14 through 17 of this report.

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

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the utility operations and the storm water operations. Proprietary funds utilize full accrual accounting. The proprietary fund financial statements can be found on pages 18 through 20 of this report.

Notes to the basic financial statements - The notes provide additional, important, and expansive information that is essential for a full understanding of the data provided in the government-wide and fund financial statements. Readers should not overlook this important section of the financial statements. The notes to the basic financial statements can be found on pages 21 through 58 of this report.

Required Supplementary information - In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning the Village's General Fund budgetary schedules and progress in funding its obligation to provide OPEB benefits to its employees and the Village's pension liability and its contributions to fund that liability. Required supplementary information can be found on pages 59 through 65 of this report.

Supplementary Information - The combining statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. Combining and individual fund financial statements and schedules can be found on pages 66 through 80 of this report.

Government-Wide Financial Analysis

Net position - As noted earlier, net position over time may serve as a useful indicator of the Village's financial position. In the case of the Village, total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $44,449,362, at the close of September 30, 2024. Governmental activities net position totaled $30,788,146, and business-type activities net position totaled $13,661,216. The following table presents a condensed summary of the statement of net position as compared to the prior year:

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and other assets	$ 42,369,054	$ 27,072,394	$ 1,163,858	$ 6,876,214	$ 43,532,912	$ 33,948,608
Restricted assets	1,479,689	1,472,191	517,209	517,209	1,996,898	1,989,400
Capital assets, net	16,438,339	14,193,388	24,002,315	18,241,343	40,440,654	32,434,731
Total assets	60,287,082	42,737,973	25,683,382	25,634,766	85,970,464	68,372,739
Deferred outflows of resources	2,838,167	2,299,668	440,664	376,681	3,278,831	2,676,349
Current and other liabilities	1,445,798	6,100,981	1,502,494	2,485,219	2,948,292	8,586,200
Long-term liabilities	29,723,691	27,581,892	10,764,347	10,646,395	40,488,038	38,228,287
Total liabilities	31,169,489	33,682,873	12,266,841	13,131,614	43,436,330	46,814,487
Deferred inflows of resources	1,167,614	953,214	195,989	170,514	1,363,603	1,123,728
Net investment in capital assets	8,341,424	6,710,170	14,829,761	8,327,805	23,171,185	15,037,975
Restricted	26,376,661	16,675,781	--	--	26,376,661	16,675,781
Unrestricted (deficit)	(3,929,939)	(12,984,397)	(1,168,545)	4,381,514	(5,098,484)	(8,602,883)
Total net position	$ 30,788,146	$ 10,401,554	$ 13,661,216	$ 12,709,319	$ 44,449,362	$ 23,110,873

By far, the largest portion of the Village's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), net of depreciation and less any related outstanding debt that was used to acquire those assets ($23,171,185). The Village uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the Village's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion ($26,376,661) of the Village's net position represents resources that are subject to external restrictions on how they may be used. Of that amount, $12,689,889 must be used for certain capital projects; $3,314,303 must be used for certain transportation-related activities;

$2,646,639 must be used for certain law enforcement activities; $702,173 must be used for debt service; $575,410 must be used for housing and development; $150,454 must be used for public works projects and $5,200,368, must be used for various recreation and human services activities.

Changes in net position - Governmental activities and business-type activities increased the Village's net position by $21,338,489, from the previous fiscal year. The relevant revenue and expense categories and their effect on net position are summarized in the table below. The information presented in this table will be used in the subsequent discussion of governmental and business-type activities:

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program revenues:						
Charges for services	$ 9,770,229	$ 1,773,396	$ 8,295,639	$ 7,834,235	$ 18,065,868	$ 9,607,631
Operating grants and contributions	1,333,454	3,071,469	--	--	1,333,454	3,071,469
Capital grants and contributions	11,859,643	1,445,511	422,392	244,168	12,282,035	1,689,679
General revenues:						
Property taxes	9,850,204	8,251,135	--	--	9,850,204	8,251,135
Other taxes and fees	2,939,148	2,776,544	--	--	2,939,148	2,776,544
Interest income	231,785	134,546	597	29,640	232,382	164,186
Other general revenues	340,667	1,836,517	53,865	--	394,532	1,836,517
Total revenues	36,325,130	19,289,118	8,772,493	8,108,043	45,097,623	27,397,161
Expenses:						
General government	3,899,053	2,844,138	--	--	3,899,053	2,844,138
Public safety	7,927,480	8,352,880	--	--	7,927,480	8,352,880
Public works	922,508	642,273	--	--	922,508	642,273
Building, planning and zoning	954,833	753,462	--	--	954,833	753,462
Recreation and human services	638,690	688,294	--	--	638,690	688,294
Interest	585,594	421,563	--	--	585,594	421,563
Utility	--	--	8,591,757	7,563,731	8,591,757	7,563,731
Stormwater utility	--	--	239,219	425,473	239,219	425,473
Total expenses	14,928,158	13,702,610	8,830,976	7,989,204	23,759,134	21,691,814
Change in net position before transfers	21,396,972	5,586,508	(58,483)	118,839	21,338,489	5,705,347
Transfers between funds	(1,010,380)	(1,320,145)	1,010,380	1,320,145	--	--
Increase (decrease) in position	20,386,592	4,266,363	951,897	1,438,984	21,338,489	5,705,347
Net position- beginning	10,401,554	6,173,528	12,709,319	11,270,335	23,110,873	17,443,863
Prior period adjustment	--	(38,337)	--	--	--	(38,337)
Net position- beginning, as restated	10,401,554	6,135,191	12,709,319	11,270,335	23,110,873	17,405,526
Net position- ending	$ 30,788,146	$ 10,401,554	$ 13,661,216	$ 12,709,319	$ 44,449,362	$ 23,110,873

Governmental activities - During the current fiscal year, net position for governmental activities increased $20,386,592 from the prior fiscal year. The major reason for the increase was an increase in grants and contributions in addition to increases in recurring revenues. Of the increase in revenues, $8,564,175 came from State and Federal grant contributions and should not be considered recurring revenues. The Village saw increases in expenses for general government, public works, and building, planning and zoning, with expenses in public safety and recreating declining.

Business-type Activities - For the Village's business-type activities, the results for the current fiscal year are negative by $112,945 before transfers between funds; however, the total change in net position after transfers is positive. The deficit experienced in the current fiscal year was primarily the result of an increase in materials cost not covered by a corresponding increase in utility rates.

Financial Analysis of the Governmental Funds

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

As of the end of the current fiscal year, the Village's governmental funds reported combined ending fund balances of $42,211,802, an increase of $17,216,990 from the prior year. Approximately 37%, or $15,550,192, of the combined fund balance represents the assigned/unassigned portion of the fund balance. Approximately $2,156,548, is assigned as a reserve. It represents 20% of the year's General Fund budgeted expenditures, as required by the Village's code. The remainder of the fund balance is either non-spendable or restricted to purposes:

1) not in spendable form, all as prepaid expenditures ($284,949)
2) restricted by external sources, law, or legislation legally restricting its use for purposes ($26,376,661)

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

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

The Village maintains nine additional (non-major) special revenue funds (ARPA Fund, Building Fees, Street Maintenance, Transportation, State Forfeiture, Federal Forfeiture, Children's Services, Police Improvement and Grant Administration), two debt service funds, and six Capital Project Funds (Parks Improvements, CITT Roadway Improvements, ARPA Capital Projects, General

Obligation Bond Capital Projects, General Obligation Bond 2022 Parks Project and Capital Projects). The General Obligation Bond Capital Projects and General Obligation Bond 2022 Parks Project funds were major funds in fiscal year 2024, with a combined fund balance of $11,730,069. The combined fund balances for non-major funds total of $6,679,004 at fiscal year-end, of which $1,419,822 came from the Transportation fund (also sometimes called the CITT fund).

Proprietary funds - The Village's two proprietary funds (Utility fund and Stormwater Utility fund) provide the same type of information found in the government-wide financial statements, but in more detail. The net position of the proprietary funds at the end of the year amounted to $13,661,216.

General Fund Budgetary Highlights

General fund revenues exceeded final budgeted amounts by $18,057,423. The variances were generally across all major categories of revenues; however, the primary source of revenues more than the budgeted amounts came from contributions of $9,970,910 from community and corporate sources. Excluding debt service and capital outlay, all the departmental expenditures were under budget. After the debt service payments and capital outlay, actual expenditures were less than amounts budgeted by $138,451.

Capital Assets and Debt Administration

Capital assets - The Village's capital assets, less accumulated depreciation, for its governmental and business-type activities as of September 30, 2024, amounted to $16,438,339, and $24,002,315, respectively, and consists of land, construction in progress, buildings and improvements, improvements other than buildings, vehicles, and machinery and equipment. During the year, the Village added $3,342,580 of new capital assets to its governmental activities. The Village's business-type activities added $6,749,305 of new assets, predominately related to the Village's underground utilities projects. A more detailed schedule can be found on page 34 of the notes to the financial statements.

Long-term debt - At the end of the current fiscal, the Village has governmental activities debt outstanding of $17, 598,158. Of that amount, $12,617,859 is General Obligation bond debt. The Village levies an additional voter-approved property tax rate to pay for the annual principal and interest on this debt. The Village also has a Series 2021 Note outstanding for $1,960,000 which is secured by non-ad valorem revenues. This debt was used to purchase an additional parcel of land for a new Village Hall/Police/Fire complex. The Village also has a Series 2020 Road Improvement Revenue Note of $1,125,000. Proceeds from this debt issuance is being used to fund CITT Roadway Improvements.

The Village's Utility Fund has State Revolving Fund (SRF) debt outstanding of $8,743,840. As a result of non-compliance, the State of Florida Department of Environmental Protection can accelerate repayment of the Loans as potential remedy of default. As such, the aggregate loan amounts have been reported as noncurrent liabilities due within one year. The State Revolving Fund debt is secured by the gross revenues derived yearly from the operation of the Utility Fund after payment of operating and maintenance expenses. The Village obtained a line of credit during fiscal year 2024 with a limit of $10,000,000. At September 30, 2024, there was an outstanding balance of $51,000 on the line of credit.

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

Authorized but unissued debt - In 2006 and again in 2008, Village voters approved General Obligation bonds totaling $28,400,000 for various community improvements, of which $19,435,000 has been issued as of September 30, 2024. Additional bonds, if issued, would be repaid with a separate voted debt service millage rate each year the bonds are outstanding. The Village does not believe this would adversely affect its finances but does increase the local burden to property owners.

Additional information related to long-term debt can be found under Note 8 to the financial statements, found on pages 37 through 43.

Requests for Information

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

BASIC FINANCIAL STATEMENTS

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

	Governmental Activities	Business-type Activities	Total
Assets			
Current Assets			
Cash and cash equivalents	$ 36,638,475	$ 4,110,348	$ 40,748,823
Investments	64,102	11,102	75,204
Accounts receivable, net	226,875	764,078	990,953
Due from other governments	609,890	665,547	1,275,437
Internal balances	4,544,763	(4,544,763)	--
Prepaid items	284,949	157,546	442,495
Restricted cash	1,479,689	517,209	1,996,898
Total Current Assets	43,848,743	1,681,067	45,529,810
Noncurrent Assets			
Capital assets, non-depreciated	10,520,408	4,140,273	14,660,681
Capital assets being depreciated/amortized, net	5,917,931	19,862,042	25,779,973
Total Noncurrent Assets	16,438,339	24,002,315	40,440,654
Total Assets	60,287,082	25,683,382	85,970,464
Deferred Outflows of Resources:			
Pension	2,838,167	440,664	3,278,831
Total Deferred Outflows of Resources	2,838,167	440,664	3,278,831
Liabilities			
Current Liabilities			
Accounts payable and accrued liabilities	752,457	906,238	1,658,695
Retainage payable	11,854	10,815	22,669
Accrued payroll and benefits	326,020	27,249	353,269
Accrued interest payable	152,824	28,815	181,639
Unearned revenues	202,643	--	202,643
Customer deposits	--	529,377	529,377
Total Current Liabilities	1,445,798	1,502,494	2,948,292
Noncurrent Liabilities			
Portion due within one year:			
Compensated absences	1,550,400	99,600	1,650,000
Line of credit	--	51,000	51,000
Leases	520,192	103,148	623,340
SBITAs	35,461	22,609	58,070
Claims payable	34,565	--	34,565
Notes payable	1,482,857	8,743,840	10,226,697
Portion due in more than one year:			
Total OPEB liability	225,889	36,491	262,380
Net pension liability	9,484,052	1,416,297	10,900,349
Compensated absences	554,103	50,220	604,323
Leases	1,282,828	211,552	1,494,380
SBITAs	56,818	29,590	86,408
Claims payable	276,524	--	276,524
Notes payable	14,220,002	--	14,220,002
Total Noncurrent Liabilities	29,723,691	10,764,347	40,488,038
Total Liabilities	31,169,489	12,266,841	43,436,330
Deferred Inflows of Resources:			
Pension	1,167,614	195,989	1,363,603
Total Deferred Inflows of Resources	1,167,614	195,989	1,363,603
Net Position:			
Net investment in capital assets	8,341,424	14,829,761	23,171,185
Restricted for:			
Capital projects	12,689,889	--	12,689,889
Debt service	702,173	--	702,173
Housing and development	575,410	--	575,410
Building, planning, and zoning	1,097,425	--	1,097,425
Public works	150,454	--	150,454
Transportation projects	3,314,303	--	3,314,303
Law enforcement	2,646,639	--	2,646,639
Recreation and human services	5,200,368	--	5,200,368
Unrestricted	(3,929,939)	(1,168,545)	(5,098,484)
Total Net Position	$ 30,788,146	$ 13,661,216	$ 44,449,362

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

		Program Revenues			Net Revenue (Expense) and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental Activities:							
General government	$ 3,899,053	$ 8,124,842	$ --	$ 11,521,574	$ 15,747,363	$ --	$ 15,747,363
Public safety	7,927,480	497,409	1,333,454	13,790	(6,082,827)	--	(6,082,827)
Public works	922,508	--	--	324,279	(598,229)	--	(598,229)
Building, planning and zoning	954,833	1,147,978	--	--	193,145	--	193,145
Recreation and human services	638,690	--	--	--	(638,690)	--	(638,690)
Interest on long-term debt	585,594	--	--	--	(585,594)	--	(585,594)
Total Governmental Activities	14,928,158	9,770,229	1,333,454	11,859,643	8,035,168	--	8,035,168
Business-type Activities:							
Utility fund	8,591,757	7,839,553	--	272,247	--	(479,957)	(479,957)
Stormwater utility	239,219	456,086	--	150,145	--	367,012	367,012
Total Business-type Activities	8,830,976	8,295,639	--	422,392	--	(112,945)	(112,945)
Total Primary Government	$ 23,759,134	$ 18,065,868	$ 1,333,454	$ 12,282,035	8,035,168	(112,945)	7,922,223
		General revenues:					
		Property taxes, levied for general purposes			9,850,204	--	9,850,204
		Franchise fees based on gross receipts			544,899	--	544,899
		Utility taxes			780,246	--	780,246
		Sales tax			910,399	--	910,399
		Intergovernmental (unrestricted)			703,604	--	703,604
		Investment income			231,785	597	232,382
		Miscellaneous			344,321	53,865	398186
		Transfers			(1,010,380)	1,010,380	--
		Loss on disposal of capital assets			(3,654)	--	(3,654)
		Total General Revenues and transfers			12,351,424	1,064,842	13,416,266
		Change in Net Position			20,386,592	951,897	21,338,489
		Net Position - Beginning			10,401,554	12,709,319	23,110,873
		Net Position - Ending			$ 30,788,146	$ 13,661,216	$ 44,449,362

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	Major Funds				
	General Fund	Capital Projects GOB Fund	Capital Projects GOB 2022 Parks Fund	Other Nonmajor Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents	$ 18,366,470	$ 8,985,454	$ 3,512,767	$ 5,773,784	$ 36,638,475
Investments	64,102	--	--	--	64,102
Accounts receivable	226,650	--	--	225	226,875
Due from other governments	122,797	--	--	487,093	609,890
Due from other funds	5,449,588	--	--	--	5,449,588
Prepaid costs	275,427	--	--	9,522	284,949
Restricted cash	--	--	--	1,479,689	1,479,689
Total Assets	$ 24,505,034	$ 8,985,454	$ 3,512,767	$ 7,750,313	$ 44,753,568
Liabilities:					
Accounts payable and accrued liabilities	$ 311,512	$ --	$ 36,925	$ 404,020	$ 752,457
Retainage payable	--	--	--	11,854	11,854
Accrued payroll and benefits	319,306	--	--	6,714	326,020
Due to other funds	--	--	731,227	173,598	904,825
Unearned revenue	61,945	--	--	140,698	202,643
Total Liabilities	692,763	--	768,152	736,884	2,197,799
Deferred Inflows of Resources:					
Unavailable revenue	9,542	--	--	334,425	343,967
Total Deferred Inflows of Resources	9,542	--	--	334,425	343,967
Fund Balances:					
Nonspendable prepaid costs	275,427	--	--	9,522	284,949
Restricted for:					
Capital projects	283,995	8,985,454	2,744,615	675,825	12,689,889
Debt service	--	--	--	702,173	702,173
Housing and development	575,410	--	--	--	575,410
Building, planning, and zoning	--	--	--	1,097,425	1,097,425
Public works	--	--	--	150,454	150,454
Transportation projects	400,000	--	--	2,914,303	3,314,303
Law enforcement	2,090,775	--	--	555,864	2,646,639
Recreation and human services	4,505,230	--	--	695,138	5,200,368
Assigned for:					
Operating reserves	2,156,548	--	--	--	2,156,548
Unassigned	13,515,344	--	--	(121,700)	13,393,644
Total Fund Balances	23,802,729	8,985,454	2,744,615	6,679,004	42,211,802
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 24,505,034	$ 8,985,454	$ 3,512,767	$ 7,750,313	$ 44,753,568

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2024

Fund Balances - Total Governmental Funds		$ 42,211,802
Amounts reported for governmental activities in the statement of net position are different as a result of:		
Capital assets, used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Governmental capital assets	$ 22,928,291	
Less accumulated depreciation	(6,489,952)	16,438,339
Long-term liabilities (excluding those reported in the internal service funds), including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.		
Compensated absences	(2,104,503)	
Leases	(1,803,020)	
Subscriptions	(92,279)	
Notes payable	(15,702,859)	
Claims payable	(311,089)	
Accrued interest on long term debt	(152,824)	
Net pension activity:		
Net pension liability	(9,484,052)	
Deferred outflows of resources	2,838,167	
Deferred inflows of resources	(1,167,614)	
Other Postemployment Benefits Obligation (OPEB) activity:		
Total OPEB liability	(225,889)	(28,205,962)
Revenue collected outside of the period of availability is not available to pay for current period expenditures and therefore, is a deferred inflow in the funds.		343,967
Net Position of Governmental Activities		$ 30,788,146

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Major Funds					
	General Fund	American Recovery Plan Act (ARPA) Fund	Capital Projects GOB Fund	Capital Projects GOB 2022 Parks Fund	Other Nonmajor Governmental Funds	Total Governmental Funds
Revenues:						
Taxes	$ 8,909,418	$ --	$ --	$ --	$ 2,231,485	$ 11,140,903
Impact fees	6,880,000	--	--	--	953,931	7,833,931
Licenses and permits	65,215	--	--	--	1,082,763	1,147,978
Franchise fees	544,899	--	--	--	--	544,899
Intergovernmental revenue	1,375,199	--	--	--	2,757,387	4,132,586
Charges for services	288,051	--	--	--	2,860	290,911
Fines and forfeitures	491,340	--	--	--	6,069	497,409
Investment income	3,446	--	167,151	17,800	43,388	231,785
Developer contributions	9,970,910	--	--	--	--	9,970,910
Miscellaneous	311,684	--	--	--	32,637	344,321
Total Revenues	28,840,162	--	167,151	17,800	7,110,520	36,135,633
Expenditures:						
Current:						
General government	2,973,482	--	--	--	--	2,973,482
Public safety	7,236,664	--	--	--	116,178	7,352,842
Public works	--	--	--	--	496,076	496,076
Building, planning, and zoning	--	--	--	--	952,794	952,794
Recreation and human services	471,010	--	--	--	--	471,010
Debt service:						
Principal	643,524	--	--	--	1,352,033	1,995,557
Interest	111,244	--	--	--	474,350	585,594
Capital outlay	1,182,342	--	1,402,320	178,766	1,476,955	4,240,383
Total Expenditures	12,618,266	--	1,402,320	178,766	4,868,386	19,067,738
Excess (Deficiency) of Revenues Over (Under) Expenditures	16,221,896	--	(1,235,169)	(160,966)	2,242,134	17,067,895
Other Financing Sources (Uses):						
Proceeds from sale of capital assets	2,160	--	--	--	--	2,160
Initiation of Leases	1,088,755	--	--	--	--	1,088,755
Initiation of SBITAs	--	--	--	--	68,560	68,560
Transfers in	1,261,923	--	2,878,750	--	1,726,383	5,867,056
Transfers out	(3,151,041)	--	--	--	(3,726,395)	(6,877,436)
Total Other Financing Sources (Uses)	(798,203)	--	2,878,750	--	(1,931,452)	149,095
Net Change in Fund Balances	15,423,693	--	1,643,581	(160,966)	310,682	17,216,990
Fund Balances - Beginning as previously presented	8,379,036	9,365	7,341,873	2,905,581	6,358,957	24,994,812
Change within reporting entity (major to nonmajor)	--	(9,365)	--	--	9,365	--
Fund Balances - Beginning as adjusted	8,379,036	--	7,341,873	2,905,581	6,368,322	24,994,812
Fund Balances - Ending	$ 23,802,729	$ --	$ 8,985,454	$ 2,744,615	$ 6,679,004	$ 42,211,802

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Net Change Fund Balances - Total Governmental Funds		$ 17,216,990
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures while the Statement of Activities reports depreciation expense on capital assets. This is the amount by which capital outlays exceeded depreciation in the current period. The details of the difference are as follows:		
Expenditures for capital outlay	$ 3,342,580	
Less current year depreciation	(1,091,815)	
Net adjustment		2,250,765
Disposal of asset		(5,814)
The issuance of long-term debt provides current financial resources to governmental funds. Repayment of the principal consumes current financial resources of governmental funds. Neither transaction, however, has any effect on net position. The details of the difference are as follows:		
Issuance of debt - leases	(1,088,755)	
Issuance of debt - subscriptions	(68,560)	
Principal payments:		
Notes payable	1,432,857	
Leases	533,964	
Subscription	28,736	
		838,242
Under the modified accrual basis of accounting used in the governmental funds, revenues are not recognized until funds are measurable and available to finance current expenditures. In the statement of activities, however, which is presented on the accrual basis, revenues are reported when earned.		193,151
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		
Change in:		
Compensated absences	(191,403)	
Claims payable	34,565	
Net pension activity	52,007	
Total Other Postemployment Benefits Obligation (OPEB) activity	(1,911)	
		(106,742)
Change in Net Position of Governmental Activities		$ 20,386,592

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF NET POSITION - PROPRIETARY FUNDS

SEPTEMBER 30, 2024

	Business-Type Activities Enterprise Funds		
	Major Fund	Nonmajor Fund	
	Utility Fund	Stormwater Utility Fund	Total
Assets:			
Current assets:			
Cash and cash equivalents	$ 3,494,298	$ 616,050	$ 4,110,348
Investments	11,102	--	11,102
Accounts receivable, net	723,781	40,297	764,078
Due from other government	500,000	165,547	665,547
Prepaid items	152,327	5,219	157,546
Restricted cash	517,209	--	517,209
Total Current Assets	5,398,717	827,113	6,225,830
Noncurrent assets:			
Capital assets:			
Capital assets not being depreciated	2,144,834	1,995,439	4,140,273
Capital assets being depreciated/amortized, net	19,365,763	496,279	19,862,042
Total Noncurrent Assets	21,510,597	2,491,718	24,002,315
Total Assets	26,909,314	3,318,831	30,228,145
Deferred Outflows of Resources			
Pension	438,435	2,229	440,664
Total Deferred Outflows of Resources	438,435	2,229	440,664
Liabilities:			
Current liabilities:			
Accounts payable and accrued liabilities	884,128	22,110	906,238
Retainage payable	10,815	--	10,815
Accrued payroll and benefits	25,878	1,371	27,249
Accrued interest payable	28,815	--	28,815
Due to other funds	3,704,775	839,988	4,544,763
Customer deposits	529,377	--	529,377
Total current liabilities	5,183,788	863,469	6,047,257
Noncurrent liabilities:			
Portion due within one year:			
Compensated absences	99,600	--	99,600
Line of credit	--	51,000	51,000
Leases	103,148	--	103,148
SBITAs	22,609	--	22,609
Note payable	8,743,840	--	8,743,840
Portion due in more than one year:			
OPEB liability	36,491	--	36,491
Net pension liability	1,415,171	1,126	1,416,297
Compensated absences	36,742	13,478	50,220
Leases	211,552	--	211,552
SBITAs	29,590	--	29,590
Total noncurrent liabilities	10,698,743	65,604	10,764,347
Total Liabilities	15,882,531	929,073	16,811,604
Deferred Inflows of Resources			
Pension	195,101	888	195,989
Total Deferred Inflows of Resources	195,101	888	195,989
Net Position:			
Net investment in capital assets	12,389,043	2,440,718	14,829,761
Unrestricted	(1,118,926)	(49,619)	(1,168,545)
Total Net Position	$ 11,270,117	$ 2,391,099	$ 13,661,216

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION - PROPRIETARY FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Business-Type Activities Enterprise Funds		
	Major Fund	Nonmajor Fund	
	Utility Fund	Stormwater Utility Fund	Total
Operating Revenues:			
Sanitation charges	$ 1,838,551	$ --	$ 1,838,551
Sewer charges	3,310,415	--	3,310,415
Metered water charges	2,690,587	--	2,690,587
Stormwater user fees	--	456,086	456,086
Total Operating Revenues	7,839,553	456,086	8,295,639
Operating Expenses:			
Payroll and related expenses	1,663,139	120,975	1,784,114
Sewage disposal fees	1,505,474	--	1,505,474
Materials, supplies, repairs, and other	3,058,090	31,268	3,089,358
Water purchases	879,762	--	879,762
Solid waste disposal and recycling services	513,037	--	513,037
Depreciation/amortization	849,074	37,226	886,300
Total Operating Expenses	8,468,576	189,469	8,658,045
Operating Income (loss)	(629,023)	266,617	(362,406)
Non-Operating Revenues (Expenses):			
Interest income	597	--	597
Interest expense	(123,181)	--	(123,181)
Debt issuance costs	--	(49,750)	(49,750)
Miscellaneous income	49,930	3,935	53,865
Total Non-Operating Revenues (Expenses)	(72,654)	(45,815)	(118,469)
Income (loss) before contributions and transfers	(701,677)	220,802	(480,875)
Grants and contributions	272,247	150,145	422,392
Transfers in	643,800	366,580	1,010,380
Total Transfers and Contributions	916,047	516,725	1,432,772
Change in Net Position	214,370	737,527	951,897
Net position - Beginning	11,055,747	1,653,572	12,709,319
Net position - Ending	$ 11,270,117	$ 2,391,099	$ 13,661,216

The accompanying notes to basic financial statements are an integral part of these statements.

NORTH BAY VILLAGE, FLORIDA

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Business-Type Activities Enterprise Funds		
	Major Fund	Nonmajor Fund	
	Utility Fund	Stormwater Utility Fund	Total
Cash Flows from Operating Activities:			
Cash received from customers and users	$ 8,054,812	$ 309,125	$ 8,363,937
Cash received from other funds	3,204,775	489,988	3,694,763
Cash payments to suppliers	(5,768,388)	(46,559)	(5,814,947)
Cash payments to employees	(1,742,471)	(107,341)	(1,849,812)
Net Cash Provided by Operating Activities	3,748,728	645,213	4,393,941
Cash Flows from Non-capital Financing Activities:			
Transfers from other funds	643,800	366,580	1,010,380
Net Cash Provided by Non-capital Financing Activities	643,800	366,580	1,010,380
Cash Flows from Capital and Related Financing Activities:			
Acquisition and construction of capital assets	(5,192,093)	(1,455,179)	(6,647,272)
Proceeds from issuance of line of credit	--	51,000	51,000
Proceeds from the issuance of SBITAs	68,560	--	68,560
Proceeds from the issuance of Leases	34,163	--	34,163
Capital grant and contributions	272,247	150,145	422,392
Principal paid on revolving state loans	(543,057)	--	(543,057)
Principal paid on SBITAs	(16,361)	--	(16,361)
Principal paid on leases	(346,104)	--	(346,104)
Interest and other charges	(73,251)	(45,815)	(119,066)
Net Cash Used in Capital and Related Financing Activities	(5,795,896)	(1,299,849)	(7,095,745)
Cash Flows from Investing Activities:			
Purchase of investments	(597)	--	(597)
Investment income	597	--	597
Net Cash Provided by Investing Activities	--	--	--
Net Increase (Decrease) in Cash and Cash Equivalents	(1,403,368)	(288,056)	(1,691,424)
Cash and Cash Equivalents - Beginning	5,414,875	904,106	6,318,981
Cash and Cash Equivalents - Ending	$ 4,011,507	$ 616,050	$ 4,627,557
Reported in statement of net position as follows:			
Cash and cash equivalents	$ 3,494,298	$ 616,050	$ 4,110,348
Restricted cash	517,209	--	517,209
	$ 4,011,507	$ 616,050	$ 4,627,557
Reconciliation of Operating Income to Net Cash Provided by Operating Activities:			
Operating income (loss)	$ (629,023)	$ 266,617	$ (362,406)
Adjustments to reconcile operating income (loss) to net cash provided by operating activities			
Depreciation/amortization	849,074	37,226	886,300
Change in assets, deferred outflows of resources, liabilities and deferred inflows of resources:			
(Increase) decrease in:			
Accounts receivable	203,091	18,586	221,677
Prepaid expenses	(75,688)	(3,676)	(79,364)
Due from other governments	(500,000)	(165,547)	(665,547)
Deferred outflows of resources pension	(61,754)	(2,229)	(63,983)
Increase (decrease) in:			--
Accounts payable and accrued liabilities	263,663	(11,615)	252,048
Retainage payable	--	--	--
Accrued payroll and benefits	790	371	1,161
Unearned revenues	--	(350,000)	(350,000)
Due to other funds	3,704,775	839,988	4,544,763
Compensated absences	(74,666)	13,478	(61,188)
Customer deposits	12,168	--	12,168
Net pension liability	31,203	1,126	32,329
Total OPEB liability	508	--	508
Deferred inflows of resources pension	24,587	888	25,475
Total Adjustments	4,377,751	378,596	4,756,347
Net Cash Provided by Operating Activities	$ 3,748,728	$ 645,213	$ 4,393,941

The accompanying notes to basic financial statements are an integral part of these statements.

NOTES TO BASIC FINANCIAL STATEMENTS

NOTE 1 – ORGANIZATION AND OPERATIONS

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. FINANCIAL REPORTING ENTITY

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

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

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

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

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

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

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION (CONTINUED)

The Village reports the following major governmental funds:

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

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

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

The Village reports one major proprietary fund:

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

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY

Deposits and Investments

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Interfund Transactions

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

Receivables

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

Allowance for Doubtful Accounts

The Village considers all amounts receivable in the governmental funds to be fully collectible; consequently, no allowance for doubtful accounts was estimated. An allowance of $15,000 was deemed necessary for the proprietary funds. This amount is primarily past due customer accounts and related penalties due as of September 30, 2024.

Restricted Assets

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

Restricted Cash

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

Prepaid Items

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Capital Assets

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

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

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

Deferred Outflows/Deferred Inflows of Resources

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

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Village has one item, deferred inflows relating to pensions plans, that qualifies for reporting in this category and is discussed in further detail in Note 9.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Compensated Absences

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

Long-Term Obligations

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

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

Leases (Right-of-use Assets)

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Net Position

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

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

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

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Fund Balance

As of September 30, 2024, fund balances of the governmental fund financial statements are classified as follows:

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

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

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

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

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

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES AND NET POSITION OR EQUITY (CONTINUED)

Fund Balance (continued)

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

Net Position Policy

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

Use of Estimates

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

Implementation of New Accounting Standards

The implementation of GASB Statement No. 100, *Accounting Changes and Error Correction*, did not have a significant impact on the Village’s financial statements. The primary objective of this GASB Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability.

NOTE 3 – PROPERTY TAXES

Under Florida Law, the assessment of all properties and the collection of all county, municipal and school board property taxes are consolidated in the offices of the County Property Appraiser and County Tax Collector. The laws of the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit municipalities to levy property taxes at a rate of up to 10.0 mills ($10 per $1,000 of assessed taxable valuation). The tax rate to finance general governmental services for the fiscal year ended September 30, 2024 was 5.7159 mills. The tax rate to finance debt services for the fiscal year ended September 30, 2024, was 1.2119 mills.

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

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

NOTE 4 – DEPOSITS AND INVESTMENTS

DEPOSITS

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

INVESTMENTS

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

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

The Florida PRIME has adopted operating procedures consistent with the requirement for a 2a7-like fund. The Village's investment in the Florida PRIME is reported at amortized cost. The fair value of the position in the pool is equal to the value of the pool shares. As of September 30, 2024, the Village's fair value of its investment in Florida PRIME was $75,204.

INTEREST RATE RISK

The Village has an investment policy of structuring investment portfolios to meet cash requirements and diversifying maturities and staggering purchase dates to minimize the impact of market movements over time. The weighted average maturity (WAM) of the securities held in Florida PRIME is 30 days. The weighted average life (WAL) of Florida PRIME is 83 days.

NOTE 4 – DEPOSITS AND INVESTMENTS (CONTINUED)

CREDIT RISK

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

CONCENTRATION OF CREDIT RISK

The Village's investment Policy does not stipulate any limit on the percentage that can be invested in any one issuer. GASB Statement No. 40 requires disclosure when the percent is 5% or more in any one issuer. as of September 30, 2024, the value of each position held in the Village's portfolio comprised of less than 5% of the village's investment assets.

NOTE 5 – RECEIVABLES AND PAYABLES

As of September 30, 2024, receivables for the Village's individual major and nonmajor funds, in the aggregate including applicable allowances for uncollectible accounts, are as follows:

	General Fund	Non-Major Funds	Utilities Fund	Non-Major Stormwater Utility Fund	Total
Customers billed	$ --	$ --	$ 738,781	$ 40,297	$ 779,078
Franchise fees and utility taxes	169,386	--	--	--	169,386
Intergovernmental	57,264	--	--	--	57,264
Other receivables	--	225	--	--	225
Allowance for doubtful accounts	--	--	(15,000)	--	(15,000)
	$ 226,650	$ 225	$ 723,781	$ 40,297	$ 990,953

As of September 30, 2024, accounts payable and accrued liabilities for the Village's individual major and non-major funds are as follows:

	General Fund	Capital Projects GOB 2022 Parks Project	Non-Major Governmental Funds	Utility Fund	Non-Major Stormwater Utility Fund	Total
Vendors	$ 311,512	$ 36,925	$ 404,020	$ 884,128	$ 22,110	$ 1,658,695
Retainage	--	--	11,854	10,815	--	22,669
	$ 311,512	$ 36,925	$ 415,874	$ 894,943	$ 22,110	$ 1,681,364

NOTE 6 – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2024 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets not being depreciated/amortized:				
Land	$ 7,433,633	$ --	$ --	$ 7,433,633
Construction in progress	951,537	2,135,238	--	3,086,775
Total capital assets not being depreciated/amortized:	8,385,170	2,135,238	--	10,520,408
Capital assets being depreciated/amortized:				
Buildings and improvements	5,812,061	--	(148,553)	5,663,508
Street improvements	2,533,038	7,671	--	2,540,709
Vehicles	694,146	--	(33,837)	660,309
Machinery and equipment	545,523	--	(74,821)	470,702
Vehicles - leased	1,404,998	856,472	(822,609)	1,438,861
Leases - ROU	--	26,733	--	26,733
Buildings - leased	1,206,540	247,906	--	1,454,446
Machinery and equipment - leased	41,209	--	(24,019)	17,190
Subscriptions	66,865	68,560	--	135,425
Total capital assets being depreciated/amortized:	12,304,380	1,207,342	(1,103,839)	12,407,883
Less accumulated depreciation/amortization for:				
Buildings and improvements	3,139,867	349,041	(148,553)	3,340,355
Street improvements	906,827	84,061	--	990,888
Vehicles	501,695	31,166	(33,837)	499,024
Machinery and equipment	491,618	25,082	(69,007)	447,693
Vehicles - leased	1,011,719	274,247	(822,609)	463,357
Buildings - leased	402,180	287,560	--	689,740
Machinery and equipment - leased	28,884	10,923	(24,019)	15,788
Subscriptions	13,372	29,735	--	43,107
Total accumulated depreciation/amortization for:	6,496,162	1,091,815	(1,098,025)	6,489,952
Total capital assets being depreciated/amortized:	5,808,218	115,527	(5,814)	5,917,931
Governmental Activities Capital Assets, Net	$ 14,193,388	$ 2,250,765	$ (5,814)	$ 16,438,339
Business-type activities:				
Capital assets not being depreciated/amortized:				
Construction in progress	$ 2,041,294	$ 2,098,979	$ --	$ 4,140,273
Total capital assets not being depreciated/amortized:	2,041,294	2,098,979	--	4,140,273
Capital assets being depreciated/amortized:				
Improvements other than buildings	25,469,867	4,581,766	(27,720)	30,023,913
Equipment and vehicles	687,987	--	(368,302)	319,685
Buildings - leased	674,138	--	(102,029)	572,109
SBITAs	--	68,560	--	68,560
Equipment and vehicles - leased	592,900	--	--	592,900
Total capital assets being depreciated/amortized:	27,424,892	4,650,326	(498,051)	31,577,167
Less accumulated depreciation/amortization for:				
Improvements other than buildings	9,829,320	729,814	(27,545)	10,531,589
Equipment and vehicles	654,639	16,970	(368,473)	303,136
Buildings - leased	224,712	123,155	--	347,867
SBITAs	--	16,361	--	16,361
Equipment and vehicles - leased	516,172	--	--	516,172
Total accumulated depreciation/amortization for:	11,224,843	886,300	(396,018)	11,715,125
Total Capital Assets Being Depreciated/Amortized, Net	16,200,049	3,764,026	(102,033)	19,862,042
Business-Type Activities Capital Assets, Net	$ 18,241,343	$ 5,863,005	$ (102,033)	$ 24,002,315

NOTE 6 – CAPITAL ASSETS (CONTINUED)

Depreciation expense for the fiscal year ended September 30, 2024 was charged to functions/programs as follows:

Governmental activities:	
General government	$ 197,680
Public safety	330,074
Public works	403,369
Recreation and human services	160,172
Building, planning and zoning	520
Total depreciation expense - governmental activities	$ 1,091,815
Business-type activities:	
Water and sewer systems	$ 849,074
Stormwater utility	37,226
Total depreciation expense - business-type activities	$ 886,300

NOTE 7 – INTERFUND BALANCES AND TRANSFERS

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

Interfund receivables and payables for the year ended September 30, 2024 are summarized as follows:

	Due To	Due From
General Fund	$ --	$ 5,449,588
Capital Projects GOB 2022 Parks Project	731,227	--
Nonmajor - Governmental Funds	173,598	--
Utility Fund	3,704,775	--
Stormwater Utility Fund	839,988	--
	$ 5,449,588	$ 5,449,588

NOTE 7 – INTERFUND BALANCES AND TRANSFERS (CONTINUED)

lnterfund transfers for the year ended September 30, 2024 are summarized as follows:

	Transfers In	Transfers Out
General Fund	$ 1,261,923	$ 3,151,041
Capital Projects GOB Fund	2,878,750	--
Nonmajor - Governmental Funds	1,726,383	3,726,395
Utility Fund	643,800	--
Stormwater Utility Fund	366,580	--
	$ 6,877,436	$ 6,877,436

The transfer out of the General Fund to the nonmajor governmental funds was to fund the Transportation Fund for a local effort the Village must make to continue to receive Miami Dade CITT revenue, to the Street Maintenance Fund for sidewalk improvements, and to the Capital Projects GOB Fund for Village hall project. The transfer out from the Non-major Governmental Funds was to fund future capital projects for stormwater and infrastructure improvements throughout the Village and debt service requirements.

NOTE 8 – LONG-TERM DEBT

The following is a summary of changes in long-term liabilities of the Village for the fiscal year ended September 30, 2024:

	Balance at October 1, 2023	Additions	Reductions	Balance at September 30, 2024	Due Within One Year
Governmental Activities:					
General Obligation Note, Series 2010	$ 925,716	$ --	$ (102,857)	$ 822,859	$ 102,857
General Obligation Refunding Note, Series 2010	2,195,000	--	(410,000)	1,785,000	420,000
Road Improvement Revenue Note, Series 2020	1,220,000	--	(95,000)	1,125,000	95,000
Refinancing Capital Asset Acquisition Taxable Note, Series 2021	2,095,000	--	(135,000)	1,960,000	140,000
General Obligation Note, Series 2022	3,200,000	--	(320,000)	2,880,000	325,000
General Obligation Note, Series 2023	7,500,000	--	(370,000)	7,130,000	400,000
Leases	1,248,229	1,088,755	(533,964)	1,803,020	520,192
Subscriptions	52,455	68,560	(28,736)	92,279	35,461
Claim payable	345,654	--	(34,565)	311,089	34,565
Compensated Absences	1,913,100	1,741,801	(1,550,398)	2,104,503	1,550,400
Total Long-Term Liabilities	$ 20,695,154	$ 2,899,116	$ (3,580,520)	$ 20,013,750	$ 3,623,475
Business-Type Activities:					
Revolving state loans	$ 9,286,897	$ --	$ (543,057)	$ 8,743,840	$ 8,743,840
Line of credit	--	51,000	--	51,000	51,000
Leases	626,641	34,163	(346,104)	314,700	103,148
SBITAs	--	68,560	(16,361)	52,199	22,609
Compensated absences	211,008	38,427	(99,615)	149,820	99,600
Total Long-Term Liabilities	$ 10,124,546	$ 192,150	$ (1,005,137)	$ 9,311,559	$ 9,020,197

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

GOVERNMENTAL ACTIVITIES

During the fiscal year ended September 30, 2010, the Village borrowed $2,160,000 relating to a General Obligation Note, Series 2010, for the purpose of financing all or a part of the costs of (i) the creation and improvement of parks and recreational opportunities, (ii) the construction of a Public Safety and Village Hall complex, (iii) landscaping and aesthetic improvements to the John F. Kennedy Causeway, and (iv) related capital costs. The note is secured by the proceeds of ad valorem taxes levied on all taxable property in the Village. The note bears interest of 3.80% and is payable semi-annually while principal of $102,857 is payable annually on December 1 of each year through the maturity date of December 1, 2031. The outstanding principal balance as of September 30, 2024, is $822,859. The note contains a provision that in an event of default, the bank may declare all obligations of the Village to be immediately due and payable including accrued interest.

NOTE 8 – LONG-TERM DEBT (CONTINUED)

GOVERNMENTAL ACTIVITIES (CONTINUED)

During the fiscal year ended September 30, 2011, the Village refinanced a $6,250,000 General Obligation Note with the proceeds of a $6,325,000 General Obligation Refunding Note. The proceeds were used to legally defease the original note and to pay costs of the refinancing. The note bears interest at 3.51% and is payable semi-annually while principal is payable annually on June 1 of each year through the maturity date of June 1, 2028. The outstanding principal balance as of September 30, 2024, is $1,785,000. The note contains a provision that in an event of default, the bank may declare all obligations of the Village to be immediately due and payable, including accrued interest.

During the fiscal year ended September 30, 2020, the Village borrowed $1,500,000 relating to a Road Improvement Revenue Note, Series 2020, for the purpose of financing the costs of improvements to the Village's roadways and paying costs of issuance of the note. The note bears interest of 1.221% and is payable semiannually while principal ranging from $90,000 to $110,000 is payable annually on July 1 of each year through July 1, 2035, when the remaining balance of $1,500,000 is due. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2024 is $1,125,000. If an event of default occurs, the interest rate shall be the then current interest rate on the Note at the time of the event of default plus 2%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

During the fiscal year ended September 30, 2021, the Village borrowed $2,350,000 relating to the Capital Asset Acquisition Taxable Refunding Note, Series 2021 for the purpose of refunding the Village's Capital Asset Acquisition Taxable Note, Series 2018 and paying the costs of issuance. The note bears interest of 2.984% and is payable semiannually while principal ranging from $125,000 to $190,000 is payable annually on July 1 of each year through July 1, 2036. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2024 is $1,960,000. If an event of default occurs, the interest rate shall be the then current interest rate on the Note at the time of the event of default plus 2%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

NOTE 8 – LONG-TERM DEBT (CONTINUED)

GOVERNMENTAL ACTIVITIES (CONTINUED)

During the fiscal year ended September 30, 2022, the Village borrowed $3,525,000 relating to the General Obligation Note, Series 2022 for the purpose of financing the costs of park improvements at the Treasure Island Elementary School site and other Village Parks, funding recreation projects within the Village, and paying the costs of issuance of the Note. The Note bears interest of 2.707% with debt service ranging from $405,692 to $407,434 payable annually on June 1 of each year through June 1, 2032. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2024 is $2,880,000. If an event of default occurs, the interest rate shall be immediately increased to be the then current interest rate on the Note plus the greatest of the Prime Rate plus 3%, the Overnight Bank Funding Rate plus 3.5%, and the default rate of 7%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

During the fiscal year ended September 30, 2023, the Village borrowed $7,500,000 relating to the General Obligation Note, Series 2023 for the purpose of financing the costs of the 2023 Village Hall project and paying the costs of issuance of the Note. The Note bears interest of 3.750% with debt service ranging from $405,692 to $407,434 payable annually on June 1 of each year through June 1, 2038. The note is secured by all non-ad valorem revenues which are legally available to make debt payments when due. The outstanding principal balance as of September 30, 2024 is $7,130,000. If an event of default occurs, the interest rate shall be immediately increased to be the then current interest rate on the Note plus 2.0%. Additionally, the Noteholder may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

BUSINESS-TYPE ACTIVITIES

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

NOTE 8 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES (CONTINUED)

The Village is required to maintain rates and charges for the services furnished by the water and sewer systems which will be sufficient to provide pledged revenues equal to 1.15 times the sums of the semi-annual payments due in such fiscal year. At September 30, 2024, the Village did not meet the above covenant. As a result of non-compliance, the State of Florida Department of Environmental Protection can accelerate repayment of the Loans as potential remedy of default. As such, the aggregate loan amounts have been reported as noncurrent liabilities due within one year. The significant terms of the loans are as follows:

	Outstanding Debt
Revolving state loan of $1,079,032 dated December 24, 2009; financing rate of 1.93%. The Village makes semi-annual principal and interest payments of $39,929 on May 15 and November 15. The loan matures on May 15, 2031 and is collateralized by water and sewer revenues.	$ 427,114
Revolving state loan of $352,416 dated December 9, 2014; financing rate of 2.18%. The Village makes semi-annual principal and interest payments of $10,597 on February 15 and August 15. The loan matures on August 15, 2031 and is collateralized by water and sewer revenues.	145,619
Revolving state loan of $52,590 dated March 10, 2017; financing rate of .935%. The Village makes semi-annual principal and interest payments of $1,626 on October 15 and April 15. The loan matures on April 15, 2035 and is collateralized by water and sewer revenues.	37,367
Revolving state loan of $ 2,546,720 dated May 16, 2017; financing rate of .085%. The Village makes semi-annual principal and interest payments of $124,649 on October 15 and April 15. The loan matures on October 15, 2027 and is collateralized by water and sewer revenues.	1,943,517
Revolving state loan of $4,032,795 dated July 12, 2018; interest rate of 1.34%. The Village makes semi-annual principal and interest payments of $117,976 on November 15 and May 15. The loan matures on November 15, 2040 and is collateralized by water and sewer revenues.	3,470,807
Revolving state loan of $2,788,008 dated July 2, 2018; interest rate of 1.24%. The Village makes semi-annual principal and interest payments based on the actual amount of the principal drawn under the agreement. The loan matures on February 15, 2042 and is collateralized by water and sewer revenues.	2,532,394
Revolving state loan of $216,531 dated November 5, 2019; interest rate of .895%. The Village makes semi-annual principal and interest payments of $6,747 on November 15 and May 15. The loan matures on May 15, 2040 and is collateralized by water and sewer revenues.	187,022
Total	$ 8,743,840

NOTE 8 – LONG-TERM DEBT (CONTINUED)

BUSINESS-TYPE ACTIVITIES (CONTINUED)

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

For the Fiscal Year Ending	Governmental Activities			Business-type Activities		
September 30,	Principal	Interest	Total	Principal	Interest	Total
2025	$ 1,482,857	$ 496,693	$ 1,979,550	$ 8,743,840	$ 98,949	$ 8,842,789
2026	1,537,857	449,627	1,987,484	--	--	--
2027	1,577,857	400,843	1,978,700	--	--	--
2028	1,622,857	350,726	1,973,583	--	--	--
2029	1,187,857	299,127	1,486,984	--	--	--
2030-2034	5,403,574	950,868	6,354,442	--	--	--
2035-2039	2,890,000	236,687	3,126,687	--	--	--
Total	$15,702,859	$ 3,184,571	$18,887,430	$ 8,743,840	$ 98,949	$ 8,842,789

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

LEASES

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

In July 2021, the Village entered into multiple leases for offices for the Village Hall. The Village is required to make monthly payments ranging from $27,020 to $31,371. The lease has an imputed interest rate of 2.33%. In October 2023, the Village entered into a fourth lease agreement with monthly payments ranging from $2,825 to $3,337. This lease has an imputed interest rate of 4.89%. The expiration dates of these leases range from June 2027 to September 2029.

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

NOTE 8 – LONG-TERM DEBT (CONTINUED)

LEASES (CONTINUED)

From 2018 to 2024, the Village entered into three (3) to five (5) year leases as lessee for forty-seven (47) vehicles. A total lease liability lease liability as of October 1, 2022 for existing leases and as of the inception date for new leases during the year was recorded in the amount of $568,018. As of September 30, 2024, the value of the total lease liability is $973,055. The Village is required to make monthly fixed payments of approximately $25,000.

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2024, are as follows:

For the Fiscal Year Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2025	$ 520,192	$ 49,556	$ 569,748
2026	500,556	34,809	535,365
2027	425,610	20,597	446,207
2028	238,718	9,764	248,482
2029	117,944	1,930	119,874
Total	$ 1,803,020	$ 116,656	$ 1,919,676

For the Fiscal Year Ending September 30,	Business-type Activities		
	Principal	Interest	Total
2025	$ 103,148	$ 10,629	$ 113,777
2026	105,106	6,793	111,899
2027	79,919	2,859	82,778
2028	12,939	1,344	14,283
2029	13,588	483	14,071
Total	$ 314,700	$ 22,108	$ 336,808

NOTE 8 – LONG-TERM DEBT (CONTINUED)

SUBSCRIPTIONS

The Village has two software arrangements that requires recognition under GASBS No. 96. The software amortization expense is included on the Statement of Revenues, Expenses and Changes in Fund Net Position related to the Village's intangible asset, which is included in the capital asset table as Subscriptions.

On October 1, 2022, the Village entered into a five (5) year subscription-based information technology arrangement for a body camera systems. There are no options to extend the 2022 arrangement or options to purchase the software. The Village has used a 3.90% discount to determine the present value of the intangible right-to-use asset and SBITA liability. The agreement calls for annual payments of $14,415 expiring December 1, 2026.

On October 2024, the Village entered into a three (3) year subscription-based information technology arrangement the Village's enterprise resource planning ("ERP") system. The Village has used a 4.09% discount to determine the present value of the intangible right-to-use asset and SBITA liability. The agreement calls for monthly payments of $4,054 expiring December 1, 2026.

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

For the Fiscal Year Ending September 30,	Governmental Activities		
	Principal	Interest	Total
2025	$ 35,461	$ 3,277	$ 38,738
2026	36,904	1,834	38,738
2027	19,914	582	20,496
Total	$ 92,279	$ 5,693	$ 97,972

For the Fiscal Year Ending September 30,	Business-type Activities		
	Principal	Interest	Total
2025	$ 22,609	$ 1,714	$ 24,323
2026	23,551	772	24,323
2027	6,039	41	6,080
Total	$ 52,199	$ 2,527	$ 54,726

NOTE 9 – RETIREMENT PLANS

FLORIDA RETIREMENT SYSTEM

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

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

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

FRS PENSION PLAN

Plan Description

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

Benefits Provided

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

NOTE 9 – RETIREMENT PLANS (CONTINUED)

FRS PENSION PLAN (CONTINUED)

Benefits Provided (continued)

firefighters, and correctional officers) who retire at or after age 55 with at least six years of creditable service, or with 25 years of service regardless of age, are entitled to a retirement benefit payable monthly for life, equal to 3.0% times the years of service times their final average compensation based on the five highest years of salary for each year of creditable service. Senior Management Service class members who retire at or after age 62 with at least six years of creditable service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 2.0% times the years of service times their final average compensation based on the five highest years of salary for each year of creditable service. Elected Officers' class members who retire at or after age 62 with at least six years of creditable service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 3.0% times the years of service (3.33% for judges and justices) times their final average compensation based on the five highest years of salary for each year of creditable service.

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

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

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

NOTE 9 – RETIREMENT PLANS (CONTINUED)

FRS PENSION PLAN (CONTINUED)

Contributions

Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employer contribution rates by job class for the periods from for the year ended September 30, 2024, were as follows: Regular – 11.51%; Special Risk Administrative Support – 37.76%; Special Risk – 30.61%; Senior Management Service – 32.46%; Elected Officers' – 56.62%; and DROP participants – 19.13%. These employer contribution rates include 2.00%, HIS Plan subsidy for the period fiscal year ended September 30, 2024.

HIS PLAN

Plan Description

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

Benefits Provided

For the fiscal year ended September 30, 2024, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2024, the HIS contribution was 2.00%. The Village contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

NOTE 9 – RETIREMENT PLANS (CONTINUED)

HIS PLAN (CONTINUED)

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2024, the Village reported liabilities of $8,609,479 for its proportionate share of the FRS Plan's net pension liability and $2,290,870 for the HIS Plan's net pension liability for a total net pension liability of $10,900,349. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. At June 30, 2024, the Village's proportion was 0.022256% for the FRS Plan and 0.015271% for the HIS Plan.

COMPARISON

For the year ended September 30, 2024, the Village recognized pension income of $55,580 for the FRS Plan and pension income of $2,607 for the HIS Plan for a total pension income of $58,186. At September 30, 2024, the Village reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources		
Description	FRS Plan	HIS Plan	Total
Differences between expected and actual experience	$ 869,789	$ 22,120	$ 891,909
Changes in assumptions	1,180,008	40,543	1,220,551
Changes in proportion and differences between Village contributions and proportionate share of contributions	573,053	210,904	783,957
Village contributions subsequent to the measurement date	346,650	35,764	382,414
Total	$ 2,969,500	$ 309,331	$ 3,278,831

	Deferred Inflows of Resources		
Description	FRS Plan	HIS Plan	Total
Differences between expected and actual experience	$ --	$ 4,399	$ 4,399
Changes in assumptions	--	271,210	271,210
Net difference between projected and actual earning on pension plan investments	572,231	829	573,060
Changes in proportion and differences between Village contributions and proportionate share of contributions	433,017	81,917	514,934
Total	$ 1,005,248	$ 358,355	$ 1,363,603

NOTE 9 – RETIREMENT PLANS (CONTINUED)

COMPARISON (CONTINUED)

Deferred outflows of resources in the amount of $382,414 related to employer contributions made after the measurement date of the net pension liability but before the end of the Village's fiscal year ended September 30, 2024 will be recognized as a reduction of the net pension liability in the subsequent fiscal year ending September 30, 2025 rather than in the current fiscal year ended September 30, 2024. The amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

For the Fiscal Year Ending September 30,	Employer Share of Deferred Outflows/Inflows		
	FRS Plan	HIS Plan	Total
2025	$ (158,887)	$ (14,640)	$ (173,527)
2026	1,370,981	(8,581)	1,362,400
2027	205,632	(33,509)	172,123
2028	95,692	(22,262)	73,430
2029	104,184	(5,143)	99,041
Thereafter	--	(653)	(653)
Total	$ 1,617,602	$ (84,788)	$ 1,532,814

NOTE 9 – RETIREMENT PLANS (CONTINUED)

ACTUARIAL ASSUMPTIONS

The Florida Retirement System Actuarial Assumption Conference is responsible for setting the assumptions used in the funding valuations of both pension plans pursuant to section 216.136 (10), Florida Statutes. The FRS Plan's valuation is performed annually. The HIS Plan has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS Plan was completed in 2024 for the period July 1, 2018, through June 30, 2023. Because the HIS Plan is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS Plan were based on certain results of the most recent experience study for the FRS Plan. The total pension liability in the June 30, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

	FRS Plan	HIS Plan
Inflation	2.40%	2.40%
Salary increases	3.50% average, including inflation	3.50% average, including inflation
Investment rate of return	6.70%, net of pension plan investment expense, including inflation	N/A
Municipal bond rates	N/A	3.93%
Actuarial cost method	Individual entry age	Individual entry age
Mortality table	Generational PUB-2010 with Projection Scale MP-2021	Generational PUB-2010 with Projection Scale MP-2021

LONG-TERM EXPECTED RATE OF RETURN

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

NOTE 9 – RETIREMENT PLANS (CONTINUED)

LONG-TERM EXPECTED RATE OF RETURN (CONTINUED)

Asset Class	Target Allocation (1)	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.3%	3.3%	1.1%
Fixed income	29.0%	5.7%	5.6%	3.9%
Global equity	45.0%	8.6%	7.0%	18.2%
Real estate (property)	12.0%	8.1%	6.8%	16.6%
Private equity	11.0%	12.4%	8.8%	28.4%
Strategic investments	2.0%	6.6%	6.2%	8.7%
Total	100.00%			
Assumed inflation - mean			2.4%	1.5%

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

DISCOUNT RATE

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

The discount rate used to measure the total pension liability was 3.93% for the HIS Plan. In general, the discount rate for calculating the HIS Plan's total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS Plan benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the municipal bond rate of 3.93% was used to determine the total pension liability. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

NOTE 9 – RETIREMENT PLANS (CONTINUED)

SENSITIVITY OF THE VILLAGE'S PROPORTIONATE SHARE OF THE NET POSITION LIABILITY TO CHANGES IN THE DISCOUNT RATE

The following table presents the sensitivity of the Village's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis, below, shows the impact to the Village's proportionate share of the net pension liability if the discount rate was 1.00% lower or 1.00% higher than the current discount rate at June 30, 2024.

	1% Decrease (5.70%)	Current Discount Rate (6.70%)	1% Increase (7.70%)
Village's proportionate share of the net pension liability for the FRS Plan	$ 15,143,773	$ 8,609,479	$ 3,135,623

	1% Decrease (2.93%)	Current Discount Rate (3.93%)	1% Increase (4.93%)
Village's proportionate share of the net pension liability for the HIS Plan	$ 2,607,861	$ 2,290,870	$ 2,027,716

INVESTMENT PLAN

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

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS Defined Benefit Plan. Village employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual members' accounts, are defined by law, but the ultimate benefit depends, in part, on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class, as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including

NOTE 9 – RETIREMENT PLANS (CONTINUED)

INVESTMENT PLAN (CONTINUED)

the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members. Allocations to the investment members' accounts during the 2023-2024 fiscal year, as established by Section 121.72, Florida Statutes, are based on percentage of gross compensation, by class, as follows:

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

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan vesting is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on these funds. Non-vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over his or her account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2024, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Village.

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

NOTE 10 – DEFINED CONTRIBUTION PLAN

The Village also has a defined contribution plan ("Plan") in accordance with Internal Revenue Code Section 401(a). There is one employee that did not transfer their balances to FRS that remain in this Plan. The Plan provides for required employer and employee contributions of 13.5% and 5.5% of employee earnings for the Plan year, respectively. The Village contributed approximately $12,500 and the employee contributed approximately $5,100 for the fiscal year ended September 30, 2024. Plan amendments must be approved by the Village Commission. The Plan is administered by ICMA Retirement Corp.

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS

PLAN DESCRIPTION AND FUNDING POLICY

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

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

The following table provides a summary of the number of participants in the Plan as of October 1, 2023:

Inactive plan members or beneficiaries currently receiving benefits	--
Inactive plan members entitled to but yet receiving benefits	--
Active plan members	61
Total plan members	61

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

ACTUARIAL METHODS AND ASSUMPTIONS

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

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

The total OPEB liability at September 30, 2024 was based on an actuarial valuation dated October 1, 2023 with a measurement date of September 30, 2024, using the following actuarial assumptions:

Actuarial cost method	Entry age normal
Inflation	2.25%
Discount rate	3.81%
Salary increases	3.00%
Retirement age	Earlier of age 62 with at least 6 years of service, or at least 30 years of service at any age; participants who have attained such age as of the valuation date are assumed to retire one year after the valuation date.
Mortality	Mortality tables used in the July 1, 2023 actuarial valuation of the Florida Retirement System for non-K-12 Instructional Regular Class members. These rates were taken from adjusted PUB-2010 mortality tables published by the Society of Actuaries with generational improvements using Scale MP-2018. Adjustments to referenced tables are based on the results of a statewide experience study covering the period 2013 through 2018.
Healthcare cost trend rates	6.00% for fiscal year beginning 2022, 6.50% for fiscal year beginning 2024 and then gradually decreasing to an ultimate trend rate of 4.00%.

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

DISCOUNT RATE

The discount rate used to measure the total OPEB liability at September 30, 2024 was 3.81%. Because the Village's OPEB costs are funded on a pay-as-you-go funding structure, the return on the Fidelity 20-Year Municipal GO AA Index as of the measurement date was used to determine the total OPEB liability.

TOTAL OPEB LIABILITY OF THE VILLAGE

The components and changes of the Village's total OPEB liability at September 30, 2024, are as follows:

	Total OPEB Liability
Balance at September 30, 2023	$ 259,961
Changes for the year:	
Service cost	11,419
Interest on total OPEB liability	12,565
Differences between actual & expected experience	(46,372)
Assumption charges	24,807
Net changes	2,419
Balance at September 30, 2024	$ 262,380

NOTE 11 – OTHER POST-EMPLOYMENT BENEFITS (CONTINUED)

SENSITIVITY OF THE TOTAL OPEB LIABILITY TO CHANGES IN THE DISCOUNT RATES

The following table presents the total OPEB liability, calculated using the discount rate of 3.81%, as well as what the Village's total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than current discount rate:

	1% Decrease (2.81%)	Current Discount Rate (3.81%)	1% Increase (4.81%)
Total OPEB liability	$ 284,342	$ 262,380	$ 242,244

SENSITIVITY OF THE TOTAL OPEB LIABILITY TO CHANGES IN THE HEALTHCARE COST TREND RATES

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

	1% Decrease	Current Healthcare Cost Trend Rate Assumption	1% Increase
Total OPEB liability	$ 234,797	$ 262,380	$ 295,047

OPEB EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES

For the fiscal year ended September 30, 2024, the Village recognized OPEB expense of $2,419. At September 30, 2024, the Village reported no deferred outflows of resources related to OPEB.

NOTE 12 – COMMITMENTS AND CONTINGENCIES

LITIGATION

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

RISK MANAGEMENT

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

GRANTS CONTINGENCY

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

NOTE 12 – COMMITMENTS AND CONTINGENCIES (CONTINUED)

ENCUMBRANCES

Encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At September 30, 2024, following encumbrances were outstanding:

Transportation Fund	
Kennedy Causeway Lane Reduction - Design Phase	$ 1,029
Bus Shelters on Kennedy Causeway Design	2,609
Total	$ 3,638
Capital Projects GOB Fund	
Island Walk North Plaza	$ 1,352,840
Kennedy Causeway Lane Reduction - Design Phase	13,318
Total	$ 1,366,158

NOTE 13 – CHANGE IN REPORTING ENTITY

For the fiscal year ended September 30, 2024, the American Recovery Plan Act ("ARPA") Fund was presented as a nonmajor governmental fund. It was previously reported as a major governmental fund. In accordance with GASB 100, *Accounting Changes and Error Corrections*, the Village presented the change in reporting entity as noted below.

	Reporting Units Affected by Adjustments/Restatement to Beginning Funds	
September 30,	American Recovery Plan Act (ARPA) Fund	Nonmajor Governmental
9/30/2023 ending fund balance, as previously reported	$ 9,365	$ 6,358,957
Change from major to nonmajor fund	(9,365)	9,365
9/30/2023 ending fund balance, as adjusted or restated	$ --	$ 6,368,322

REQUIRED SUPPLEMENTARY INFORMATION

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE - GENERAL FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
Revenues:				
Taxes	$ 8,626,678	$ 8,626,678	$ 8,909,418	$ 282,740
Impact fees	--	--	6,880,000	6,880,000
Licenses and permits	85,000	85,000	65,215	(19,785)
Franchise fees	491,075	491,075	544,899	53,824
Intergovernmental revenue	1,286,765	1,286,765	1,375,199	88,434
Charges for services	119,055	119,055	288,051	168,996
Fine and forfeitures	507,360	507,360	491,340	(16,020)
Interest Income	15,000	15,000	3,446	(11,554)
Developer contributions	--	--	9,970,910	9,970,910
Miscellaneous	256,593	256,593	311,684	55,091
Total Revenues	11,387,526	11,387,526	28,840,162	10,309,681
Expenditures:				
Current:				
General government:				
Village commission	251,751	251,751	226,539	(25,212)
Village manager	519,774	519,774	555,678	35,904
Village clerk	239,229	239,229	214,180	(25,049)
Finance	455,183	455,183	363,127	(92,056)
Village attorney	490,899	490,899	473,469	(17,430)
Information technology	394,906	394,906	344,394	(50,512)
Nondepartmental	983,575	983,575	796,095	(187,480)
Public safety	7,214,678	7,214,678	7,236,664	21,986
Recreation and human services	459,132	459,132	471,010	11,878
Debt service:				
Principal	135,000	135,000	643,524	508,524
Interest and other charges	62,515	62,515	111,244	48,729
Capital outlay	71,901	71,901	1,182,342	(361,835)
Total Expenditures:	11,278,543	11,278,543	12,618,266	(132,553)
Excess (Deficiency) of Revenues Over (Under) Expenditures	108,983	108,983	16,221,896	10,442,234
Other Financing Sources (Uses):				
Proceeds from sale of capital assets	--	--	2,160	2,160
Initiation of Leases	--	--	1,088,755	1,088,755
Transfers in	--	--	1,261,923	1,261,923
Transfers out	(3,304,843)	(3,304,843)	(3,151,041)	153,802
Total Other Financing Sources (Uses)	(3,304,843)	(3,304,843)	(798,203)	153,802
Net Change in Fund Balance	$ (3,195,860)	$ (3,195,860)	$ 15,423,693	$ 10,596,036
Fund Balances - Beginning			8,379,036	
Fund Balances - Ending			$ 23,802,729	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

NOTE TO BUDGETARY COMPARISON SCHEDULES

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BUDGETS AND BUDGETARY ACCOUNTING

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

The budgets are prepared on a basis consistent with accounting principles generally accepted in the United States. At least 60 days prior to the close of the fiscal year, the Village Commission is presented with a proposed budget including proposed expenditures and the means of financing them. After Commission review and public hearings, the budget is adopted prior to October 1. Budgets are approved on a fund-by-fund basis and management may transfer amounts between line items within the various activities in a department as long as the transfer does not amount to more than 5% of the total budget of the department. There were no budgetary transfers within a department for the year ending September 30, 2024. All other budgetary transfers must be approved by resolution of the Village Commission. Expenditures may not exceed appropriations at the departmental level.

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

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

For the year ended September 30, 2024, expenditures exceeded appropriations in the following:

General Fund – Public Safety	$ 21,986
General Fund – Recreation & Human Services	11,878
General Fund - Debt Service	557,253

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

The Village had supplemental appropriations of $132,553 for the General Fund.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY - FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

LAST TEN FISCAL YEARS

SEPTEMBER 30,	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Village's proportion of the FRS net pension liability	0.022255514%	0.020805881%	0.020576212%	0.020472927%	0.024522006%	0.020790053%	0.025202817%	0.023842196%	0.024321282%	0.020411165%
Village's proportionate share of the FRS net pension liability	$ 8,609,479	$ 8,290,485	$ 7,656,004	$ 546,497	$ 10,628,199	$ 7,159,805	$ 7,591,219	$ 7,054,782	$ 6,141,143	$ 2,636,736
Village's covered payroll	$ 6,675,138	$ 5,944,873	$ 5,573,264	$ 5,278,204	$ 5,116,961	$ 4,878,677	$ 3,749,563	$ 4,260,039	$ 4,191,730	$ 3,811,541
Village's proportion of the FRS net pension liability as a percentage of its covered payroll	128.98%	139.46%	137.37%	29.30%	207.71%	146.76%	202.46%	165.60%	146.51%	69.18%
FRS plan fiduciary net position as a percentage of the total pension liability	83.70%	82.38%	82.89%	96.40%	78.85%	82.61%	84.26%	83.69%	84.88%	92.00%

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

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY - HEALTH INSURANCE SUBSIDY PROGRAM PENSION PLAN (HIS)

LAST TEN FISCAL YEARS

SEPTEMBER 30,	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Village's proportion of the HIS net pension liability	0.015271473%	0.014516684%	0.014762552%	0.013945917%	0.014798881%	0.013212112%	0.014794946%	0.013346042%	0.013577049%	0.012524760%
Village's proportionate share of the HIS net pension liability	$ 2,290,870	$ 2,305,443	$ 1,563,590	$ 1,710,676	$ 1,806,919	$ 1,478,303	$ 1,565,914	$ 1,427,020	$ 1,582,349	$ 1,277,329
Village's covered payroll	$ 6,675,138	$ 5,944,873	$ 5,573,264	$ 5,278,204	$ 5,116,961	$ 4,878,677	$ 3,749,563	$ 4,260,039	$ 4,191,730	$ 3,811,541
Village's proportion of the HIS net pension liability as a percentage of its covered payroll	34.32%	38.78%	28.06%	32.41%	35.31%	30.30%	41.76%	33.50%	37.75%	33.51%
HIS plan fiduciary net position as a percentage of the total pension liability	4.80%	4.12%	3.56%	3.00%	2.63%	2.15%	1.64%	97.00%	50.00%	99.00%

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

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF VILLAGE CONTRIBUTIONS - FLORIDA RETIREMENT SYSTEM PENSION PLAN (FRS)

LAST TEN FISCAL YEARS

SEPTEMBER 30,	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required FRS contribution	$ 1,260,248	$ 1,000,897	$ 878,024	$ 779,930	$ 814,758	$ 644,642	$ 718,260	$ 620,671	$ 593,113	$ 497,642
FRS contribution in relation to the contractually required FRS contribution	(1,260,248)	(1,000,897)	(878,024)	(779,930)	(814,758)	(644,642)	(718,260)	(620,671)	(593,113)	(497,642)
FRS contribution deficiency (excess)	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --
Village's covered payroll	$ 6,869,298	$ 6,240,006	$ 5,658,906	$ 5,278,204	$ 5,386,505	$ 4,858,170	$ 4,172,564	$ 4,275,799	$ 4,088,434	$ 3,807,189
FRS contribution as a percentage of covered payroll	18.35%	16.04%	15.52%	14.78%	15.13%	13.27%	17.21%	14.52%	1451.00%	13.07%

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

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF VILLAGE CONTRIBUTIONS - HEALTH INSURANCE SUBSIDY PROGRAM PENSION PLAN (HIS)

LAST TEN FISCAL YEARS

SEPTEMBER 30,	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required HIS contribution	$ 129,293	$ 95,493	$ 89,326	$ 81,974	$ 85,279	$ 73,366	$ 80,233	$ 70,631	$ 69,591	$ 47,877
HIS contribution in relation to the contractually required HIS contribution	(129,293)	(95,493)	(89,326)	(81,974)	(85,279)	(73,366)	(80,233)	(70,631)	(69,591)	(47,877)
HIS contribution deficiency (excess)	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --	$ --
Village's covered payroll	$ 6,869,298	$ 6,240,006	$ 5,658,906	$ 5,278,204	$ 5,386,505	$ 4,858,170	$ 4,172,564	$ 4,275,799	$ 4,088,434	$ 3,807,189
HIS contribution as a percentage of covered payroll	1.88%	1.53%	1.58%	1.55%	1.58%	1.51%	1.52%	1.65%	1.70%	1.26%

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

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS - OTHER POST-EMPLOYMENT BENEFITS (OPEB)

SEPTEMBER 30, 2024

Fiscal Year:	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Measurement Date:	9/30/2024	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Total OPEB liability:							
Service cost	$ 11,419	$ 11,980	$ 15,079	$ 14,180	$ 43,385	$ 42,121	$ 41,645
Interest	12,565	11,142	6,156	6,164	26,143	23,681	21,872
Differences between expected and actual experience	(46,372)	--	(7,756)	--	--	--	--
Assumption changes	24,807	(4,413)	(38,245)	4,101	(514,832)	3,705	--
Benefit payments	--	--	--	--	--	(3,965)	(2,809)
Net Change in Total OPEB Liability	2,419	18,709	(24,766)	24,445	(445,304)	65,542	60,708
Total OPEB liability - Beginning of Year	259,961	241,252	266,018	241,573	686,877	621,335	560,627
Total OPEB liability - End of Year	$ 262,380	$ 259,961	$ 241,252	$ 266,018	$ 241,573	$ 686,877	$ 621,335
Village Covered Employee Payroll	$ 5,281,123	$ 5,490,994	$ 5,331,062	$ 5,175,788	$ 5,025,037	$ 4,878,677	$ 3,069,048
Total OPEB Liability as a Percentage of Village Covered Employee Payroll	4.97%	1.53%	1.53%	1.58%	1.55%	1.58%	1.51%

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

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

See notes to basic financial statements.

COMBINING FINANCIAL STATEMENTS

NON MAJOR GOVERNMENTAL FUNDS
Special Revenue Funds

Special Revenue Funds are used to account for specific revenues that are legally restricted for expenditures of particular purposes, activities or projects.

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

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

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

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

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

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

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

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

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

Debt Service Funds

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

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

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

Capital Projects Funds

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

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

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

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

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

NORTH BAY VILLAGE, FLORIDA

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	Special Revenue Funds									
	Grant Administration Fund	State Forfeiture Fund	Federal Forfeiture Trust Fund	Building Fees Trust Fund	Street Maintenance Fund	Children's Services Fund	Transportation Trust Fund	American Recovery Plan Act (ARPA) Fund	Police Improvement Fund	Total Special Revenue Funds
Assets:										
Cash and cash equivalents	$ --	$ 95,553	$ 236,386	$ 1,172,424	$ 166,007	$ 17,700	$ 1,436,171	140,698	$ 316,446	$ 3,581,385
Accounts receivable	--	--	--	--	225	--	--	--	--	225
Due from other governments	14,265	--	--	--	22,144	--	387,785	--	--	424,194
Prepaid costs	--	--	--	2,721	6,801	--	--	--	--	9,522
Total Assets	$ 14,265	$ 95,553	$ 236,386	$ 1,175,145	$ 195,177	$ 17,700	$ 1,823,956	$ 140,698	$ 316,446	$ 4,015,326
Liabilities, Deferred Inflows of Resources and Fund Balances:										
Liabilities:										
Accounts payable and accrued liabilities	$ --	$ 450	$ 16,111	$ 72,581	$ 33,626	$ --	$ 9,315	$ --	$ --	$ 132,083
Accrued payroll and benefits	--	--	--	2,418	4,296	--	--	--	--	6,714
Due to other funds	44,101	--	75,960	--	--	--	--	--	--	120,061
Unearned revenues	--	--	--	--	--	--	--	140,698	--	140,698
Total liabilities	44,101	450	92,071	74,999	37,922	--	9,315	140,698	--	399,556
Deferred inflows of resources:										
Unavailable revenue	14,265	--	--	--	--	--	320,160	--	--	334,425
Total deferred inflows of resources:	14,265	--	--	--	--	--	320,160	--	--	334,425
Fund balances:										
Non-spendable:										
Prepaid items	--	--	--	2,721	6,801	--	--	--	--	9,522
Restricted:										
Building, planning and zoning	--	--	--	1,097,425	--	--	--	--	--	1,097,425
Public works	--	--	--	--	150,454	--	--	--	--	150,454
Transportation projects	--	--	--	--	--	--	1,494,481	--	--	1,494,481
Law enforcement	--	95,103	144,315	--	--	--	--	--	316,446	555,864
Recreation and human services	--	--	--	--	--	17,700	--	--	--	17,700
Unassigned	(44,101)	--	--	--	--	--	--	--	--	(44,101)
Total fund balances	(44,101)	95,103	144,315	1,100,146	157,255	17,700	1,494,481	--	316,446	3,281,345
Total Liabilities, Deferred Inflows of Resources and Fund Balances:	$ 14,265	$ 95,553	$ 236,386	$ 1,175,145	$ 195,177	$ 17,700	$ 1,823,956	$ 140,698	$ 316,446	$ 4,015,326

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2024

	Debt Service Funds			Capital Project Funds					
	Roadway Improvement Projects Debt Fund	Debt Service Fund	Total Debt Service Funds	Parks Improvement Fund	CITT Roadway Improvements Fund	Capital Projects Fund - ARPA	Capital Projects Fund	Total Capital Projects Fund	Total Nonmajor Governmental Funds
Assets									
Cash and cash equivalents	$ 6	$ 704,120	$ 704,126	$ 677,438	$ --	$ --	$ 810,835	$ 1,488,273	$ 5,773,784
Accounts receivable	--	--	--	--	--	--	--	--	225
Due from other governments	--	--	--	--	--	--	62,899	62,899	487,093
Prepaid costs	--	--	--	--	--	--	--	--	9,522
Restricted cash	--	--	--	--	1,479,689	--	--	1,479,689	1,479,689
Total Assets	$ 6	$ 704,120	$ 704,126	$ 677,438	$ 1,479,689	$ --	$ 873,734	$ 3,030,861	$ 7,750,313
Liabilities, Deferred Inflows of Resources and Fund Balances:									
Liabilities:									
Accounts payable and accrued liabilities	$ --	$ 1,953	$ 1,953	$ --	$ 6,330	$ 77,599	$ 186,055	$ 269,984	$ 404,020
Retainage payable	--	--	--	--	--	--	11,854	11,854	11,854
Accrued payroll and benefits	--	--	--	--	--	--	--	--	6,714
Due to other funds	--	--	--	--	53,537	--	--	53,537	173,598
Unearned revenues	--	--	--	--	--	--	--	--	140,698
Total liabilities	--	1,953	1,953	--	59,867	77,599	197,909	335,375	736,884
Deferred inflows of resources:									
Unavailable revenue	--	--	--	--	--	--	--	--	334,425
Total deferred inflows of resources:	--	--	--	--	--	--	--	--	334,425
Fund balances:									
Non-spendable:									
Prepaid items	--	--	--	--	--	--	--	--	9,522
Restricted:									
Capital projects	--	--	--	--	--	--	675,825	675,825	675,825
Debt service	6	702,167	702,173	--	--	--	--	--	702,173
Building, planning and zoning	--	--	--	--	--	--	--	--	1,097,425
Public works	--	--	--	--	--	--	--	--	150,454
Transportation projects	--	--	--	--	1,419,822	--	--	1,419,822	2,914,303
Law enforcement	--	--	--	--	--	--	--	--	555,864
Recreation and human services	--	--	--	677,438	--	--	--	677,438	695,138
Unassigned	--	--	--	--	--	(77,599)	--	(77,599)	(121,700)
Total fund balances	6	702,167	702,173	677,438	1,419,822	(77,599)	675,825	2,695,486	6,679,004
Total Liabilities, Deferred Inflows of Resources and Fund Balances:	$ 6	$ 704,120	$ 704,126	$ 677,438	$ 1,479,689	$ --	$ 873,734	$ 3,030,861	$ 7,750,313

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Special Revenue Funds									
	Grant Administration Fund	State Forfeiture Fund	Federal Forfeiture Trust Fund	Building Fees Trust Fund	Street Maintenance Fund	Children's Services Fund	Transportation Trust Fund	American Recovery Plan Act (ARPA) Fund	Police Improvement Fund	Total Special Revenue Funds
Revenues:										
Taxes	$ --	$ --	$ --	$ --	$ --	$ --	$ 510,453	$ --	$ --	$ 510,453
Impact fees	--	--	--	--	--	--	--	--	276,642	276,642
Licenses and permits	--	--	--	1,082,763	--	--	--	--	--	1,082,763
Intergovernmental revenue	4,969	--	111,942	--	297,227	--	22,083	2,259,463	--	2,695,684
Charges for services	--	--	--	2,860	--	--	--	--	--	2,860
Fines and forfeitures	--	--	--	--	--	--	6,069	--	--	6,069
Investment income	--	152	890	10,536	--	--	24,313	--	--	35,891
Miscellaneous	--	--	1,925	23,401	7,311	--	--	--	--	32,637
Total Revenues	4,969	152	114,757	1,119,560	304,538	--	562,918	2,259,463	276,642	4,642,999
Expenditures:										
Current:										
Public safety	44,570	34,001	37,607	--	--	--	--	--	--	116,178
Public works	--	--	--	--	348,535	--	147,541	--	--	496,076
Building, planning, and zoning	--	--	--	952,794	--	--	--	--	--	952,794
Debt service:										
Principal	6,188	--	6,187	35,057	6,744	--	--	--	--	54,176
Interest and other charges	1,023	--	1,023	3,864	161	--	--	--	--	6,071
Capital outlay	4,969	--	13,790	125,980	288,428	--	385,548	--	--	818,715
Total Expenditures	56,750	34,001	58,607	1,117,695	643,868	--	533,089	--	--	2,444,010
Excess (Deficiency) of Revenues Over (Under) Expenditures	(51,781)	(33,849)	56,150	1,865	(339,330)	--	29,829	2,259,463	276,642	2,198,989
Other Financing Sources (Uses):										
Initiation of SBITAs	--	--	--	40,092	28,468	--	--	--	--	68,560
Transfers in	--	--	--	--	94,643	--	162,648	--	--	257,291
Transfers out	--	--	--	--	--	--	(487,606)	(2,268,828)	--	(2,756,434)
Total Other Financing Sources (Uses)	--	--	--	40,092	123,111	--	(324,958)	(2,268,828)	--	(2,430,583)
Net Change in Fund Balances	(51,781)	(33,849)	56,150	41,957	(216,219)	--	(295,129)	(9,365)	276,642	(231,594)
Fund Balances - Beginning as previously presented	7,680	128,952	88,165	1,058,189	373,474	17,700	1,789,610	--	39,804	3,503,574
Change within reporting entity (major to nonmajor)	--	--	--	--	--	--	--	9,365	--	9,365
Fund Balances - Beginning as adjusted	7,680	128,952	88,165	1,058,189	373,474	17,700	1,789,610	9,365	39,804	3,512,939
Fund Balances - Ending	$ (44,101)	$ 95,103	$ 144,315	$ 1,100,146	$ 157,255	$ 17,700	$ 1,494,481	$ --	$ 316,446	$ 3,281,345

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Debt Service Funds			Capital Project Funds					
	Roadway Improvement Projects Debt Fund	Debt Service Fund	Total Debt Service Funds	Parks Improvement Fund	CITT Roadway Improvements Fund	Capital Projects Fund - ARPA	Capital Projects Fund	Total Capital Projects Fund	Total Nonmajor Governmental Funds
Revenues:									
Taxes	$ --	$ 1,721,032	$ 1,721,032	$ --	$ --	$ --	$ --	$ --	$ 2,231,485
Impact fees	--	--	--	677,289	--	--	--	677,289	953,931
Licenses and permits	--	--	--	--	--	--	--	--	1,082,763
Intergovernmental revenue	--	--	--	--	--	--	61,703	61,703	2,757,387
Charges for services	--	--	--	--	--	--	--	--	2,860
Fines and forfeitures	--	--	--	--	--	--	--	--	6,069
Investment income	--	--	--	--	7,497	--	--	7,497	43,388
Other	--	--	--	--	--	--	--	--	32,637
Total Revenues	--	1,721,032	1,721,032	677,289	7,497	--	61,703	746,489	7,110,520
Expenditures:									
Current:									
Public safety	--	--	--	--	--	--	--	--	116,178
Public works	--	--	--	--	--	--	--	--	496,076
Building, planning, and zoning	--	--	--	--	--	--	--	--	952,794
Debt service:									
Principal	95,000	1,202,857	1,297,857	--	--	--	--	--	1,352,033
Interest and other charges	14,896	453,383	468,279	--	--	--	--	--	474,350
Capital outlay	--	--	--	--	48,931	--	609,309	658,240	1,476,955
Total Expenditures	109,896	1,656,240	1,766,136	--	48,931	--	609,309	658,240	4,868,386
Excess (Deficiency) of Revenues Over (Under) Expenditures	(109,896)	64,792	(45,104)	677,289	(41,434)	--	(547,606)	88,249	2,242,134
Other Financing Sources (Uses):									
Initiation of SBITAs	--	--	--	--	--	--	--	--	68,560
Transfers in	109,899	--	109,899	--	--	931,683	427,510	1,359,193	1,726,383
Transfers out	--	--	--	(34,800)	--	(935,161)	--	(969,961)	(3,726,395)
Total Other Financing Sources (Uses)	109,899	--	109,899	(34,800)	--	(3,478)	427,510	389,232	(1,931,452)
Net Change in Fund Balances	3	64,792	64,795	642,489	(41,434)	(3,478)	(120,096)	477,481	310,682
Fund Balances - Beginning as previously presented	3	637,375	637,378	34,949	1,461,256	(74,121)	795,921	2,218,005	6,358,957
Change within reporting entity (major to nonmajor)	--	--	--	--	--	--	--	--	9,365
Fund Balances - Beginning as adjusted	3	637,375	637,378	34,949	1,461,256	(74,121)	795,921	2,218,005	6,368,322
Fund Balances - Ending	$ 6	$ 702,167	$ 702,173	$ 677,438	$ 1,419,822	$ (77,599)	$ 675,825	$ 2,695,486	$ 6,679,004

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
GRANT ADMINISTRATION FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Grants	$ 75,000	$ 85,834	$ 4,969	$ (80,865)
Total Revenues	75,000	85,834	4,969	(80,865)
Expenditures:				
Current:				
Public safety	45,000	48,126	44,570	(3,556)
Debt service:				
Principal	--	--	6,188	6,188
Interest and other charges	--	--	1,023	1,023
Capital outlay	30,000	37,708	4,969	(32,739)
Total Expenditures	75,000	85,834	56,750	(29,084)
Excess (Deficiency) of Revenues Over (Under) Expenditures	--	--	(51,781)	(109,949)
Net Change in Fund Balance	$ --	$ --	(51,781)	$ (109,949)
Fund Balances - Beginning			7,680	
Fund Balances - Ending			$ (44,101)	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
BUILDING FEES FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Licenses and permits	$ 536,000	$ 536,000	$ 1,082,763	$ 546,763
Charges for services	--	--	2,860	2,860
Other	175,136	195,136	33,937	(161,199)
Total Revenues	711,136	731,136	1,119,560	388,424
Expenditures:				
Current:				
Building, planning and zoning	615,015	635,015	952,794	317,779
Debt service:				
Principal	--	--	35,057	35,057
Interest and other charges	--	--	3,864	3,864
Capital outlay	96,121	96,121	125,980	29,859
Total Expenditures	711,136	731,136	1,117,695	386,559
Excess (Deficiency) of Revenues Over (Under) Expenditures	--	--	1,865	774,983
Other Financing Sources (Uses):				
Initiation of SBITAs	--	--	40,092	40,092
Total Other Financing Sources (Uses)	--	--	40,092	--
Net Change in Fund Balance	$ --	$ --	41,957	$ 774,983
Fund Balances - Beginning			1,058,189	
Fund Balances - Ending			$ 1,100,146	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
STREET MAINTENANCE FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Intergovernmental revenue	$ 210,015	$ 210,015	$ 297,227	$ 87,212
Other	9,336	9,336	7,311	(2,025)
Total Revenues	219,351	219,351	304,538	85,187
Expenditures:				
Current:				
Public works	387,090	395,090	348,535	(46,555)
Debt service:				
Principal	--	--	6,744	6,744
Interest and other charges	--	--	161	161
Capital outlay	325,000	465,212	288,428	(176,784)
Total Expenditures	712,090	860,302	643,868	(216,434)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(492,739)	(640,951)	(339,330)	(131,247)
Other Financing Sources (Uses):				
Initiation of SBITAs	--	--	28,468	28,468
Transfers in	94,643	178,167	94,643	(83,524)
Total Other Financing Sources (Uses)	94,643	178,167	123,111	(55,056)
Net Change in Fund Balance	$ (398,096)	$ (462,784)	(216,219)	$ (186,303)
Fund Balances - Beginning			373,474	
Fund Balances - Ending			$ 157,255	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
TRANSPORTATION FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Taxes	$ 532,781	$ 532,781	$ 510,453	$ (22,328)
Intergovernmental revenue	350,000	350,000	22,083	(327,917)
Fines and forfeitures	6,000	6,000	6,069	69
Interest income	350	350	24,313	23,963
Total Revenues	889,131	889,131	562,918	(326,213)
Expenditures:				
Current:				
Public works	165,312	174,085	147,541	(26,544)
Capital outlay	796,412	842,448	385,548	(456,900)
Total Expenditures	961,724	1,016,533	533,089	(483,444)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(72,593)	(127,402)	29,829	(809,657)
Other Financing Sources (Uses):				
Transfers in	162,648	162,648	162,648	--
Transfers out	(486,446)	(486,446)	(487,606)	(1,160)
Total Other Financing Sources (Uses)	(323,798)	(323,798)	(324,958)	(1,160)
Net Change in Fund Balance	$ (396,391)	$ (451,200)	(295,129)	$ (810,817)
Fund Balances - Beginning			1,789,610	
Fund Balances - Ending			$ 1,494,481	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
ROADWAY IMPROVEMENT PROJECTS DEBT SERVICE FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues	$ --	$ --	$ --	$ --
Expenditures:				
Debt services:				
Principal	95,000	95,000	95,000	--
Interest and other charges	13,736	13,736	14,896	1,160
Total Expenditures	108,736	108,736	109,896	1,160
Excess (Deficiency) of Revenues Over (Under) Expenditures	(108,736)	(108,736)	(109,896)	(1,160)
Other Financing Sources (Uses):				
Transfers in	108,736	108,736	109,899	1,163
Total Other Financing Sources (Uses)	108,736	108,736	109,899	1,163
Net Change in Fund Balance	$ --	$ --	3	$ 3
Fund Balances - Beginning			3	
Fund Balances - Ending			$ 6	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
DEBT SERVICE FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Taxes	$ 1,688,113	$ 1,688,113	$ 1,721,032	$ 32,919
Total Revenues	1,688,113	1,688,113	1,721,032	32,919
Expenditures:				
Debt service:				
Principal	1,202,857	1,202,857	1,202,857	--
Interest and other charges	635,002	635,002	453,383	(181,619)
Total Expenditures	1,837,859	1,837,859	1,656,240	(181,619)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(149,746)	(149,746)	64,792	(148,700)
Net Change in Fund Balance	$ (149,746)	$ (149,746)	64,792	$ (330,319)
Fund Balances - Beginning			637,375	
Fund Balances - Ending			$ 702,167	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CITT ROADWAY CAPITAL IMPROVEMENT FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Interest income	$ 10,000	$ 10,000	$ 7,497	$ (2,503)
Total Revenues	10,000	10,000	7,497	(2,503)
Expenditures:				
Capital outlay	1,292,119	1,227,599	48,931	(1,178,668)
Total Expenditures	1,292,119	1,227,599	48,931	(1,178,668)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,282,119)	(1,217,599)	(41,434)	(1,181,171)
Net Change in Fund Balance	$ (1,282,119)	$ (1,217,599)	(41,434)	$ (1,181,171)
Fund Balances - Beginning			1,461,256	
Fund Balances - Ending			$ 1,419,822	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS FUND - ARPA

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues	$ --	$ --	$ --	$ --
Expenditures:				
Capital outlay	389,500	809,031	--	(809,031)
Total Expenditures	389,500	809,031	--	(809,031)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(389,500)	(809,031)	--	809,031
Other Financing Sources (Uses):				
Transfers in	--	--	931,683	931,683
Transfers out	--	--	(935,161)	(935,161)
Total Other Financing Sources (Uses)	--	--	(3,478)	(3,478)
Net Change in Fund Balance	$ (389,500)	$ (809,031)	(3,478)	$ 805,553
Fund Balances - Beginning			(74,121)	
Fund Balances - Ending			$ (77,599)	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Intergovernmental revenue	$ 4,032,010	$ 4,032,010	$ 61,703	$ (3,970,307)
Total Revenues	4,032,010	4,032,010	61,703	(3,970,307)
Expenditures:				
Capital outlay	4,998,520	5,131,398	609,309	(4,522,089)
Total Expenditures	4,998,520	5,131,398	609,309	(4,522,089)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(966,510)	(1,099,388)	(547,606)	(8,492,396)
Other Financing Sources (Uses):				
Proceeds from long-term debt, net	289,000	289,000	--	(289,000)
Transfers in	427,510	551,699	427,510	(124,189)
Total Other Financing Sources (Uses)	716,510	840,699	427,510	(413,189)
Net Change in Fund Balance	$ (250,000)	$ (258,689)	(120,096)	$ (8,905,585)
Fund Balances - Beginning			795,921	
Fund Balances - Ending			$ 675,825	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS GOB FUND

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Impact fees	$ 9,095,250	$ 9,095,250	$ --	$ (9,095,250)
Contributions & donations	7,550,000	7,550,000	--	(7,550,000)
Interest income	10,000	10,000	167,151	157,151
Total Revenues	16,655,250	16,655,250	167,151	(16,488,099)
Expenditures:				
Capital outlay	26,336,000	26,327,600	1,402,320	(24,925,280)
Total Expenditures	26,336,000	26,327,600	1,402,320	(24,925,280)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(9,680,750)	(9,672,350)	(1,235,169)	(41,413,379)
Other Financing Sources (Uses):				
Transfers in	2,878,750	2,878,750	2,878,750	--
Total Other Financing Sources (Uses)	2,878,750	2,878,750	2,878,750	--
Net Change in Fund Balance	$ (6,802,000)	$ (6,793,600)	1,643,581	$ (41,413,379)
Fund Balances - Beginning			7,341,873	
Fund Balances - Ending			$ 8,985,454	

See notes to basic financial statements.

NORTH BAY VILLAGE, FLORIDA

BUDGETARY COMPARISON SCHEDULE
CAPITAL PROJECTS GOB 2022 PARKS PROJECT

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts			Variance with Final budget - Positive
	Original	Final	Actual	(Negative)
Revenues:				
Interest income	$ 31,000	$ 31,000	$ 17,800	$ (13,200)
Total Revenues	31,000	31,000	17,800	(13,200)
Expenditures:				
Capital outlay	2,868,985	2,868,985	178,766	(2,690,219)
Total Expenditures	2,868,985	2,868,985	178,766	(2,690,219)
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,837,985)	(2,837,985)	(160,966)	(2,703,419)
Net Change in Fund Balance	$ (2,837,985)	$ (2,837,985)	(160,966)	$ (2,703,419)
Fund Balances - Beginning			2,905,581	
Fund Balances - Ending			$ 2,744,615	

See notes to basic financial statements.

STATISTICAL SECTION

STATISTICAL SECTION

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

Contents	Page
Financial Trends	
These schedules contain trend information to help the reader understand how the Village's financial performance and well-being have changed over time.	81-85
Revenue Capacity	
These schedules contain information to help the reader assess the Village's most significant local revenue source, the property tax.	86-91
Debt Capacity	
These schedules present information to help the reader assess the affordability of the Village's current levels of outstanding debt and the Village's ability to issue additional debt in the future.	92-96
Demographic and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the Village's financial activities take place.	97-98
Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the Village's financial report relates to the services the Village provides and the activities it performs.	99-101

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

	2015	2016	2017[1]	2018	2019	2020	2021	2022[2]	2023	2024
Governmental Activities:										
Net investment in capital assets	$ 3,468,637	$ 3,887,834	$ 4,028,050	$ 4,134,161	$ 4,728,103	$ 3,535,691	$ 5,523,934	$ 6,049,864	$ 6,710,170	$ 8,341,424
Restricted	1,434,461	1,838,289	1,897,794	2,009,931	2,021,147	3,939,703	3,534,421	9,086,678	16,675,781	26,376,661
Unrestricted (deficit)	(3,300,953)	(3,387,282)	(3,951,483)	(4,512,397)	(5,603,301)	(7,025,349)	(5,665,036)	(9,001,351)	(12,984,397)	(3,929,939)
Total governmental activities, net position	$ 1,602,145	$ 2,338,841	$ 1,974,361	$ 1,631,695	$ 1,145,949	$ 450,045	$ 3,393,319	$ 6,135,191	$ 10,401,554	$ 30,788,146
Business-Type Activities:										
Net investment in capital assets	$ 8,402,023	$ 8,440,175	$ 9,394,287	$ 11,055,898	$ 11,384,274	$ 7,980,181	$ 7,208,169	$ 7,982,938	$ 8,327,805	$ 14,829,761
Unrestricted (deficit)	270,010	705,341	139,561	(1,243,696)	(1,886,054)	1,982,069	3,113,416	3,287,397	4,381,514	(1,168,545)
Total business-type activities, net position	$ 8,672,033	$ 9,145,516	$ 9,533,848	$ 9,812,202	$ 9,498,220	$ 9,962,250	$ 10,321,585	$ 11,270,335	$ 12,709,319	$ 13,661,216
Primary Government:										
Net investment in capital assets	$ 11,870,660	$ 12,328,009	$ 13,422,337	$ 15,190,059	$ 16,112,377	$ 11,515,872	$ 12,732,103	$ 14,032,802	$ 15,037,975	$ 23,171,185
Restricted	1,434,461	1,838,289	1,897,794	2,009,931	2,021,147	3,939,703	3,534,421	9,086,678	16,675,781	26,376,661
Unrestricted (deficit)	(3,030,943)	(2,681,941)	(3,811,922)	(5,756,093)	(7,489,355)	(5,043,280)	(2,551,620)	(5,675,617)	(8,602,883)	(5,098,484)
Total primary government, net position	$ 10,274,178	$ 11,484,357	$ 11,508,209	$ 11,443,897	$ 10,644,169	$ 10,412,295	$ 13,714,904	$ 17,443,863	$ 23,110,873	$ 44,449,362

[1] Fiscal year 2017 unrestricted net assets have been restated due to the implementation of GASB 75.

[2] Fiscal year 2022 unrestricted net assets have been restated due to a correction of an error.

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

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Expenses:										
Governmental activities:										
General government	$ 1,645,316	$ 2,416,720	$ 2,954,893	$ 3,127,620	$ 3,901,795	$ 3,325,014	$ 2,454,219	$ 3,167,123	$ 2,844,138	$ 3,899,053
Public safety	4,754,552	5,401,548	5,974,821	6,620,019	6,317,731	6,714,598	5,193,586	6,466,389	8,352,880	7,927,480
Public works	595,935	662,229	765,252	792,985	977,997	1,110,343	665,142	804,346	642,273	922,508
Building, planning and zoning	787,048	635,329	461,411	663,846	556,734	463,238	447,401	859,978	753,462	954,833
Recreation and human services	465,644	519,026	527,163	527,727	555,941	714,022	550,391	520,723	688,294	638,690
Interest and fiscal charges	249,618	235,061	220,145	306,276	231,575	259,283	254,551	352,615	421,563	585,594
Total governmental activities	8,498,113	9,869,913	10,903,685	12,038,473	12,541,773	12,586,498	9,565,290	12,171,174	13,702,610	14,928,158
Business-type activities:										
Utility	5,547,846	4,368,279	5,105,373	4,929,420	4,811,930	5,154,453	6,320,663	6,697,064	7,563,731	8,591,757
Stormwater utility	181,792	100,658	69,205	67,303	77,604	127,863	525,536	593,017	425,473	239,219
Total business-type activities	5,729,638	4,468,937	5,174,578	4,996,723	4,889,534	5,282,316	6,846,199	7,290,081	7,989,204	8,830,976
Total primary government expenses	$ 14,227,751	$ 14,338,850	$ 16,078,263	$ 17,035,196	$ 17,431,307	$ 17,868,814	$ 16,411,489	$ 19,461,255	$ 21,691,814	$ 23,759,134
Program Revenues:										
Governmental activities:										
Charges for services:										
General government	$ 241,624	$ 676,382	$ 307,184	$ 327,257	$ 135,049	$ 121,997	$ 178,852	$ 289,527	$ 348,863	$ 8,124,842
Public safety	371,820	682,957	659,967	425,375	351,330	426,191	434,269	431,519	465,833	497,409
Building, planning and zoning	891,984	570,814	519,083	698,376	528,311	511,296	541,223	1,801,159	950,150	1,147,978
Parks and recreation	--	--	15,216	17,543	9,600	--	--	--	8,550	--
Operating grants and contributions	2,034	475,649	840,492	536,436	990,703	840,338	1,556,779	1,858,690	3,071,469	1,333,454
Capital grants and contributions	428,419	--	--	--	200,000	61,478	362,604	499,818	1,445,511	11,859,643
Total governmental activities program revenues	1,935,881	2,405,802	2,341,942	2,004,987	2,214,993	1,961,300	3,073,727	4,880,713	6,290,376	22,963,326
Business-type activities:										
Charges for services:										
Utility	5,002,504	5,608,193	6,196,972	5,923,470	5,891,918	6,439,021	6,930,585	7,635,999	7,373,104	7,839,553
Stormwater utility	112,927	116,178	116,575	116,111	114,606	115,218	115,301	230,544	461,131	456,086
Operating grants and contributions	--	--	125,620	--	--	--	--	--	--	--
Capital grants and contributions	599,232	--	12,195	6,360	120,000	340,895	150,000	51,000	244,168	422,392
Total business-type activities program revenues	5,714,663	5,724,371	6,451,362	6,045,941	6,126,524	6,895,134	7,195,886	7,917,543	8,078,403	8,718,031
Total primary government program revenues	$ 7,650,544	$ 8,130,173	$ 8,793,304	$ 8,050,928	$ 8,341,517	$ 8,856,434	$ 10,269,613	$ 12,798,256	$ 14,368,779	$ 31,681,357

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

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Net Expense/Revenue:										
Governmental activities	$ (7,464,111)	$ (8,561,743)	$ (10,033,486)	$ (10,326,780)	$ (10,326,780)	$ (10,625,198)	$ (6,491,563)	$ (7,290,461)	$ (7,412,234)	$ 8,035,168
Business-type activities	1,255,434	1,276,784	1,049,218	1,236,990	1,236,990	1,612,818	349,687	627,462	89,199	(112,945)
Total primary government, net expense	(6,208,677)	(7,284,959)	(8,984,268)	(9,089,790)	(9,089,790)	(9,012,380)	(6,141,876)	(6,662,999)	(7,323,035)	7,922,223
General Revenues and Other:										
Changes in net position:										
Governmental activities:										
Taxes:										
Ad valorem taxes	4,572,398	4,973,592	5,164,809	6,289,190	6,325,883	6,408,988	6,966,828	7,327,998	8,251,135	9,850,204
Franchise fees	435,354	434,029	444,495	443,794	465,277	447,585	459,673	528,447	591,822	544,899
Utility service taxes	559,998	586,646	604,737	616,445	626,557	620,874	632,833	661,904	754,331	780,246
Sales tax	574,061	603,513	630,296	705,644	712,273	612,775	743,227	899,478	875,828	910,399
Intergovernmental - unrestricted	584,677	581,142	587,791	631,448	532,515	449,033	490,017	558,010	554,563	703,604
Interest income	42,624	42,983	49,654	43,418	43,992	43,221	35,608	4,122	134,546	231,785
Loss on disposal of capital assets	--	--	--	--	--	(1,984)	(13,938)	--	(4,308)	(3,654)
Miscellaneous revenues	219,456	196,902	134,976	189,837	197,445	199,298	120,589	284,449	1,840,825	344,321
Transfers	--	782,000	816,303	771,044	937,092	1,149,504	--	(391,694)	(1,320,145)	(1,010,380)
Total governmental activities	6,988,568	8,200,807	8,433,061	9,690,820	9,841,034	9,929,294	9,434,837	9,872,714	11,678,597	12,351,424
Business-type activities:										
Interest income	339	49	100	180	244	716	1,296	1,977	29,640	597
Miscellaneous	--	--	--	--	--	--	8,352	176	--	53,865
Transfers	--	(782,000)	(816,303)	(771,044)	(937,092)	(1,149,504)	--	391,694	1,320,145	1,010,380
Total business-type activities	339	(781,951)	(816,203)	(770,864)	(936,848)	(1,148,788)	9,648	393,847	1,349,785	1,064,842
Total primary government	$ 6,988,907	$ 7,418,856	$ 7,616,858	$ 8,919,956	$ 8,904,186	$ 8,780,506	$ 9,444,485	$ 10,266,561	$ 13,028,382	$ 13,416,266
Change in Net Position:										
Governmental activities	$ (475,543)	$ (360,936)	$ (1,600,425)	$ (635,960)	$ (485,746)	$ (695,904)	$ 2,943,274	$ 2,582,253	$ 4,266,363	$ 20,386,592
Business-type activities	1,255,773	494,833	233,015	466,126	300,142	464,030	359,335	1,021,309	1,438,984	951,897
Total primary government	$ 780,230	$ 133,897	$ (1,367,410)	$ (169,834)	$ (185,604)	$ (231,874)	$ 3,302,609	$ 3,603,562	$ 5,705,347	$ 21,338,489

NORTH BAY VILLAGE, FLORIDA

FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS

(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

	2015	2016	2017	2018	2019	2020	2021	2022[1]	2023	2024
General Fund:										
Nonspendable	$ 98,796	$ 95,284	$ 22,418	$ 39,451	$ 27,254	$ 55,762	$ 155,153	$ 165,412	$ 192,858	$ 275,427
Restricted	--	--	--	--	--	226,000	--	--	--	7,855,410
Committed	--	--	--	--	--	--	--	--	--	
Assigned	1,197,180	1,282,999	1,497,919	1,674,570	1,759,352	1,843,724	2,006,152	1,812,258	1,870,393	2,156,548
Unassigned	1,014,515	1,182,833	1,058,737	1,236,890	995,552	705,186	1,594,078	2,172,011	6,315,785	13,515,344
Total General Fund	2,310,491	2,561,116	2,579,074	2,950,911	2,782,158	2,830,672	3,755,383	4,149,681	8,379,036	23,802,729
All other governmental funds:										
Nonspendable	--	1,171	1,028	--	--	--	4,530	4,739	4,751	9,522
Restricted	2,546,023	2,900,551	2,592,079	2,083,138	2,021,981	3,724,691	3,682,178	9,127,860	16,675,781	18,521,251
Unassigned (deficit)	--	--	--	--	(151,041)	(641,490)	52,106	(133,783)	(64,756)	(121,700)
Total all other governmental funds	$ 2,546,023	$ 2,901,722	$ 2,593,107	$ 2,083,138	$ 1,870,940	$ 3,083,201	$ 3,738,814	$ 8,998,816	$ 16,615,776	$ 18,409,073

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

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

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Revenues:										
Taxes	$ 5,430,674	$ 5,873,265	$ 6,097,616	$ 7,277,979	$ 7,362,598	$ 7,340,505	$ 8,000,637	$ 8,494,247	$ 9,510,054	$ 11,140,903
Licenses and permits	947,087	651,276	627,290	791,439	528,311	511,296	541,223	1,801,049	812,650	1,147,978
Franchise fees	453,853	452,528	463,044	467,772	465,277	447,585	459,673	528,447	574,865	544,899
Intergovernmental	1,294,336	1,351,976	1,425,940	1,808,173	1,783,028	1,397,870	2,487,284	2,295,329	3,134,594	4,132,586
Charges for services	61,346	75,546	53,889	98,938	245,599	132,882	180,712	296,395	375,289	290,911
Fines and forfeitures	416,021	748,538	712,990	454,921	420,328	580,547	497,390	543,348	503,121	497,409
Impact fees	2,840	400,000	5,812	2,906	--	49,008	3,520	--	--	7,833,931
Developer contributions	--	--	--	--	--	--	--	--	--	9,970,910
Interest income	42,624	42,983	49,654	43,418	43,992	43,221	35,613	4,122	134,546	231,785
Miscellaneous	275,668	228,497	212,770	285,817	233,497	250,407	300,182	1,176,043	4,105,143	344,321
Total revenues	$ 8,924,449	$ 9,824,609	$ 9,649,005	$ 11,231,363	$ 11,082,630	$ 10,753,321	$ 12,506,234	$ 15,138,980	$ 19,150,262	$ 36,135,633
Expenditures:										
Current:										
General government	$ 1,602,527	$ 2,292,938	$ 2,752,828	$ 2,987,966	$ 3,536,655	$ 3,161,202	$ 2,452,678	$ 2,394,120	$ 2,195,837	$ 2,973,482
Public safety	4,565,865	4,995,588	5,290,496	5,933,373	5,774,838	6,028,461	5,617,279	6,122,133	6,811,973	7,352,842
Public works	448,915	491,030	557,108	636,554	764,054	919,161	540,357	464,739	397,161	496,076
Building, planning and zoning	786,817	631,027	458,855	659,243	510,001	451,571	458,284	857,591	751,663	952,794
Recreation and human services	349,056	370,355	411,465	418,270	471,913	467,079	465,703	462,760	534,345	471,010
Capital outlay	424,357	566,499	637,165	3,131,581	577,807	350,990	660,559	1,230,668	1,330,953	4,240,383
Debt service:										
Principal	402,857	412,857	422,857	432,857	487,857	502,857	2,827,857	1,074,251	1,429,973	1,995,557
Interest expense	254,430	239,991	225,191	228,558	277,548	260,118	258,538	324,129	383,678	585,594
Cost of issuance	--	--	--	62,137	--	--	--	--	--	--
Total expenditures	$ 8,834,824	$ 10,000,285	$ 10,755,965	$ 14,490,539	$ 12,400,673	$ 12,141,439	$ 13,281,255	$ 12,930,391	$ 13,835,583	$ 19,067,738
Excess (deficiency) of revenues over expenditures	$ 89,625	$ (175,676)	$ (1,106,960)	$ (3,259,176)	$ (1,318,043)	$ (1,388,118)	$ (775,021)	$ 2,208,589	$ 5,314,679	$ 17,067,895
Other Financing Sources (Uses):										
Issuance of debt	$ --	$ --	$ --	$ 2,350,000	$ --	$ 1,500,000	$ 2,350,000	$ 3,525,000	$ 7,500,000	$ --
Lease proceeds	--	--	--	--	--	--	--	236,306	240,441	1,088,755
Proceeds from sale of capital assets	--	--	--	--	--	--	5,345	--	44,475	2,160
Subscriptions	--	--	--	--	--	--	--	--	66,865	68,560
Transfers in	75,186	860,582	922,069	3,257,064	1,301,012	1,801,708	1,291,666	3,235,394	1,146,565	5,867,056
Transfers out	(75,186)	(78,582)	(105,766)	(2,486,020)	(363,920)	(652,204)	(1,291,666)	(3,627,088)	(2,466,710)	(6,877,436)
Total other financing sources (uses)	--	782,000	816,303	3,121,044	937,092	2,649,504	2,355,345	3,369,612	6,531,636	149,095
Net change in fund balances	$ 89,625	$ 606,324	$ (290,657)	$ (138,132)	$ (380,951)	$ 1,261,386	$ 1,580,324	$ 5,578,201	$ 11,846,315	$ 17,216,990
Debt service as a percentage of noncapital expenditures	7.82%	6.92%	6.40%	6.37%	6.47%	6.47%	24.46%	11.95%	14.50%	17.41%

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

Fiscal Year	Tax Roll Year	Ad Valorem Taxes	Utility Taxes	Franchise Fees	Sales Tax	Total
2015	2014	$ 4,248,100	$ 550,901	$ 441,194	$ 538,419	$ 5,778,614
2016	2015	4,572,398	559,998	435,354	574,061	6,141,811
2017	2016	4,973,592	586,646	434,029	603,513	6,597,780
2018	2017	5,164,809	604,737	444,495	630,296	6,844,337
2019	2018	6,289,190	616,445	443,794	705,644	8,055,073
2020	2019	6,325,883	626,557	465,277	712,273	8,129,990
2021	2020	6,408,988	620,874	447,585	612,775	8,090,222
2022	2021	7,327,998	661,904	528,447	899,478	9,417,827
2023	2022	8,251,135	754,331	574,865	875,828	10,456,159
2024	2023	9,850,206	780,246	544,899	910,400	12,085,752

NORTH BAY VILLAGE, FLORIDA

GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS

(MODIFIED ACCRUAL BASIS OF ACCOUNTING)

Fiscal Year	Taxes	Inter-Governmental	Licenses and Permits	Charges for Services	Fines and Forfeitures	Interest Income	Other	Total
2015	$ 5,884,527	$ 1,294,336	$ 947,087	$ 61,346	$ 416,021	$ 42,624	$ 278,508	$ 8,924,449
2016	6,325,793	1,351,976	651,276	75,546	748,538	42,983	628,497	9,824,609
2017	6,560,660	1,425,940	627,290	53,889	712,990	49,654	218,582	9,649,005
2018	7,745,751	1,808,173	791,439	98,938	454,921	43,418	288,723	11,231,363
2019	7,827,875	1,783,028	528,311	245,599	420,328	43,992	233,497	11,082,630
2020	7,788,090	1,397,870	511,296	132,882	580,547	43,221	299,415	10,753,321
2021	8,460,310	2,487,284	541,223	180,712	497,390	35,613	303,702	12,506,234
2022	9,022,694	2,295,329	1,801,049	296,395	543,348	4,122	1,176,043	15,138,980
2023	10,084,919	3,134,594	812,650	375,289	503,121	134,546	4,105,143	19,150,262
2024	11,140,903	4,132,586	1,147,978	290,911	497,409	231,785	18,694,061	36,135,633

NORTH BAY VILLAGE, FLORIDA

ASSESSED VALUE AND ESTIMATED ACTUAL ASSESSED VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS

Fiscal Year	Tax Roll Year	Real Property		Personal Property	Less: Exemptions		Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value (1)	Assessed Value as a Percentage of Actual Taxable Value
		Residential	Commercial		Real Property	Personal Property				
2015	2014	$ 616,068,498	$ 178,700,999	$ 23,938,803	$ 60,363,438	$ 1,712,888	$ 756,631,974	6.3313	$ 747,944,185	101%
2016	2015	814,566,988	157,397,809	21,208,043	62,255,297	1,671,676	929,245,867	6.2088	824,421,583	113%
2017	2016	930,205,959	192,477,866	19,580,751	64,261,256	1,607,228	1,076,396,092	5.5540	959,707,508	112%
2018	2017	995,149,725	255,499,553	21,890,635	65,952,699	1,993,470	1,204,593,744	6.2698	1,032,057,949	117%
2019	2018	1,014,194,745	263,797,913	26,242,586	65,844,140	2,027,574	1,236,363,530	6.1463	1,079,858,914	114%
2020	2019	1,123,025,763	172,012,042	31,777,515	233,261,976	2,347,055	1,091,206,289	6.1152	1,090,094,727	100%
2021	2020	1,086,452,791	169,512,775	32,480,706	204,124,571	2,312,252	1,082,009,449	6.6618	1,074,905,255	101%
2022	2021	942,346,155	359,351,866	31,296,255	213,718,312	1,563,788	1,117,712,176	6.8155	1,111,289,895	101%
2023	2022	896,102,123	463,525,369	32,512,671	255,042,484	1,359,736	1,135,737,943	6.5458	1,311,100,447	87%
2024	2023	1,145,239,653	534,013,684	34,109,338	391,619,575	1,403,786	1,320,339,314	6.8728	1,608,666,104	82%

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

NORTH BAY VILLAGE, FLORIDA
PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
(PER $ 1,000 OF TAXABLE VALUE)
LAST TEN FISCAL YEARS

		North Bay Village			Overlapping Rates								Overlapping Rates							
					School District			State			State		Miami-Dade County			Special Districts				
Fiscal Year	Tax Roll Year	Operating Millage	Debt Service Millage	Total City Millage	Operating Millage	Debt Service Millage	Total School Millage	South Florida Water Management District	Everglades Project	Okeechobee Basin	Florida Inland Navigational District	Total State Millage	Operating Millage	Debt Service Millage	Total County Millage	Children's Trust	Fire and Rescue	Fire Debt	Library	Total District's Millage	Total Direct and Overlapping Rates
2014	2013	5.4740	1.0405	6.5145	7.6440	0.3330	7.9770	0.3523	0.0587	--	0.0345	0.4455	4.7035	0.4220	5.1255	0.5000	2.4496	0.0127	0.1725	3.1348	23.1973
2015	2014	5.4740	0.8573	6.3313	7.7750	0.1990	7.9740	0.1577	0.0548	0.17	0.0345	0.4187	4.6669	0.4500	5.1169	0.5000	2.4207	0.0114	0.2840	3.2161	23.0570
2016	2015	5.3834	0.8254	6.2088	7.4130	0.1990	7.6120	0.1459	0.0506	0.1586	0.0320	0.3871	4.6669	0.4500	5.1169	0.5000	2.4207	0.0086	0.2840	3.2133	22.5381
2017	2016	4.8432	0.7108	5.5540	7.1380	0.1840	7.3220	0.1359	0.0471	0.1477	0.0320	0.3627	4.6669	0.4000	5.0669	0.5000	2.4207	0.0075	0.2840	3.2122	21.5178
2018	2017	5.6500	0.6198	6.2698	6.7740	0.2200	6.9940	0.1275	0.0441	0.1384	0.0320	0.3420	4.6669	0.4000	5.0669	0.4673	2.4207	0.0075	0.2840	3.1795	21.8522
2019	2018	5.5200	0.6263	6.1463	6.5040	0.2290	6.7330	0.1209	0.0417	0.1310	0.0320	0.3256	4.6669	0.4644	5.1313	0.4415	2.4207	0.0075	0.2840	3.1537	21.4899
2020	2019	5.4992	0.6187	6.1179	7.0250	0.1230	7.1480	0.1152	0.0397	0.1246	0.0320	0.3115	4.6669	0.4780	5.1449	0.4680	2.4207	0.0075	0.2840	3.1802	21.9025
2021	2020	5.8500	0.8118	6.6618	6.9360	0.1930	7.1290	0.1103	0.0380	0.1192	0.0320	0.2995	4.6669	0.4780	5.1449	0.4507	2.4207	0.0075	0.2840	3.1629	22.3981
2022	2021	5.8484	0.9671	6.8155	6.8290	0.1800	7.0090	0.1061	0.0365	0.1146	0.0320	0.2892	4.6669	0.5075	5.1744	0.5000	2.4207	0.0000	0.2840	3.2047	22.4928
2023	2022	5.7062	1.2094	6.9156	6.5700	0.1330	6.7030	0.0948	0.0327	0.1026	0.0288	0.2589	4.5740	0.4355	5.0095	0.5000	2.3965	0.0000	0.2812	3.1777	22.0647
2024	2023	5.7062	1.1666	6.8728	5.8300	0.1340	5.9640	0.0874	0.0301	0.0945	0.0266	0.2386	4.1670	0.4271	4.5941	0.4546	2.1809	0.0000	0.2563	2.8918	20.5613

Source: Miami-Dade County Property Appraiser's Office

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

		Fiscal Year					
		2024			2015		
Taxpayer	Type of Use	Taxable Assessed Value	Rank	Percentage Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage Total Taxable Assessed Value
CLPF NBV LP	Rental Apartments	$ 88,350,000	1	5.77%	$ 11,787,360	2	1.25%
BH NBV NORTH OWNER LLC	Condominiums	23,319,120	2	2.16%	--	--	--
The Inn on the Bay LTD	Hotel	19,965,000	3	0.55%	7,447,430	8	0.79%
Treasurers on the Bay Master	Rental Apartments	17,520,000	4	1.54%	--	--	--
BMS North Bay Village LLC	Warehouse	15,800,000	5	0.73%	6,700,000	10	0.71%
Sunbeam Properties Inc.	Commercial	13,975,500	6	0.92%	--	--	--
Coastal Condos LLC	Condominiums	12,582,780	7	0.95%	9,642,322	5	1.03%
Florida Real Estate Company LLC	Vacant Commercial	9,605,440	8	0.64%	--	--	--
Causeway Tower LLC	Office Building	9,300,000	9	0.79%	7,311,383	9	0.78%
Sunbeam Television Corp	Utilities	8,207,590	10	1.59%	--	--	--
KMC EC II LLC	Apartments and Condo	--	--	--	--	--	--
Lexi Development	Condominium	--	--	--	--	--	--
C & D Mia Real Est LLC	Condominium	--	--	--	7,705,648	7	0.82%
Casa Marina Development	Vacant Commercial	--	--	--	--	--	--
TOTB Miami LLC	Condominium	--	--	--	17,416,262	1	1.85%
TOTB North LLC	Condominium	--	--	--	11,300,000	4	1.20%
WSVN Channel 7	TV News Station	--	--	--	11,480,463	3	1.22%
Isles of Dreams LLC	Utilities	--	--	--	7,711,852	6	0.82%
Totals		$ 218,625,430		15.64%	$ 98,502,720		10.48%

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

NORTH BAY VILLAGE, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year	Tax Roll Year	Property Tax Levy	Current Tax Collection (1)	Percentage of Current Tax Collections to Net Tax Levy	Delinquent Tax Collection	Total Tax Collection	Percentage of Total Tax Collection to Property Tax Levy
2015	2014	$ 4,094,246	$ 3,974,467	97.07%	*	$ 3,974,467	97.07%
2016	2015	4,476,256	4,320,744	96.53%	*	4,320,744	96.53%
2017	2016	4,624,002	4,516,750	97.68%	*	4,516,750	97.68%
2018	2017	5,836,552	5,667,670	97.11%	*	5,667,670	97.11%
2019	2018	5,843,840	5,682,945	97.25%	*	5,682,945	97.25%
2020	2019	5,942,371	5,757,425	96.89%	*	5,757,425	96.89%
2021	2020	6,288,196	6,232,033	99.11%	*	6,232,033	99.11%
2022	2021	6,499,268	6,552,054	100.81%	*	6,552,054	100.81%
2023	2022	7,418,340	7,267,775	97.97%	*	7,267,775	97.97%
2024	2023	9,179,371	8,909,418	97.06%	*	8,909,418	97.06%

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

Notes: (1) Includes discounts taken by property taxpayers.

* Information is not available

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

	Governmental Activities			Business-Type Activities				
Fiscal Year	General Obligation Bonds (2)	Loan Payable (3)	Leases & SBITAs	State Revolving Loans	Leases & SBITAs	Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
2015	$ 6,748,572	$ --	$ --	$ 1,429,373	$ --	$ 8,177,945	2.31%	1,000
2016	6,335,715	--	--	1,257,358	--	7,593,073	1.87%	848
2017	5,912,857	--	--	1,717,110	--	7,629,967	1.85%	850
2018	5,480,001	2,350,000	--	5,004,174	--	12,834,175	2.69%	1,429
2019	5,032,144	2,310,000	--	6,623,865	--	13,966,009	2.80%	1,539
2020	4,569,287	3,770,000	--	10,263,267	--	18,602,554	3.56%	2,052
2021	4,101,430	3,760,000	--	10,095,098	--	17,956,528	3.37%	2,187
2022	7,143,573	3,540,000	1,375,488	9,825,067	--	21,884,128	4.05%	2,667
2023	13,820,716	3,315,000	1,300,684	9,286,897	626,641	28,349,938	8.63%	3,475
2024	12,617,859	3,085,000	1,895,299	8,743,840	366,899	26,708,897	6.70%	3,223

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

(2) General Obligations Bonds is on Note7-Long Term Debt Column September 2024
The sum of GOB Bond Series

Series 2010	Series 2010	Series 2022	Series 2023	Total
$ 822,859	$ 1,785,000	$ 2,880,000	$ 7,130,000	$ 12,617,859

(3) Loan Payable is on Note 8 -Long Trem Debt. Column September 30,2024
The sum of Road improvemnet Revenue Note Series 2020, and Series 2021

Series 2020	Series 2021	Total
$ 1,125,000	$ 1,960,000	$ 3,085,000

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

Fiscal Year	Gross Bonded Debt	Less: Amounts Available in Debt Service Funds	Net Bonded Debt	Estimated Actual Taxable Value	Ratio of Net Bonded Debt to Assessed Value	Net Bonded Debt Per Capita (1)
2015	$ 6,748,572	$ --	$ 6,748,572	$ 747,944,185	0.90%	$ 754.11
2016	6,335,715	52,229	6,283,486	824,421,583	0.76%	700.27
2017	5,912,857	59,356	5,853,501	959,707,508	0.61%	651.76
2018	5,480,001	--	5,480,001	1,032,057,949	0.53%	603.92
2019	5,032,144	--	5,032,144	1,079,858,914	0.47%	555.18
2020	4,569,287	--	4,569,287	1,090,094,727	0.42%	556.48
2021	4,101,430	--	4,101,430	1,074,905,255	0.38%	499.81
2022	7,143,573	--	7,143,573	1,111,289,895	0.64%	890.28
2023	13,820,716	--	13,820,716	1,311,100,447	1.05%	1,665.15
2024	12,617,859	--	12,617,859	1,608,666,104	0.78%	1,520.22

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

NORTH BAY VILLAGE, FLORIDA
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITY DEBT
SEPTEMBER 30, 2024

Jurisdiction	Debt Outstanding	Estimated Percentage Applicable to North Bay Village (1)	Estimated Share of Overlapping Debt
Overlapping debt:			
Miami-Dade Board of County Commissioners (2)	$ 5,901,998,000	0.445%	$ 26,284,183
Miami-Dade County School Board (3)	2,988,205,000	0.445%	13,307,786
Subtotal overlapping debt	8,890,203,000		39,591,969
Direct debt:			
North Bay Village	12,617,859	100.000%	12,617,859
Subtotal direct debt	12,617,859		12,617,859
Total direct and overlapping debt	$ 8,902,820,859		$ 52,209,828

Notes: (1) The percentage of the overlap is calculated as follows:
Overlapping portion of the government's revenue base (North Bay Village)
Total revenue base of the overlapping government (Miami-Dade County)

Assessed value of taxable property is the base used in the above calculation.

(2) Source: Miami-Dade County 2024 Comprehensive Annual Financial Report.

(3) Source: The School Board of Miami-Dade County, Florida 2024 Comprehensive Annual Financial Report.

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

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Debt limit	$ 1,813,321	$ 2,090,147	$ 2,366,719	$ 3,039,721	$ 2,519,222	$ 2,217,491	$ 2,397,791	$ 2,618,627	$ 2,895,974	$ 2,837,751
Total net debt applicable to limit	$ --	$ --	$ --	$ 2,350,000	$ 2,310,000	$ 799,287	$ 341,430	$ 2,225,000	$ 2,095,000	$ 1,946,595
Legal debt margin	$ 1,751,798	$ 1,813,321	$ 2,090,147	$ 2,366,719	$ 689,721	$ 209,222	$ 1,418,204	$ 2,056,361	$ 800,974	$ 891,156
Total net debt applicable to the limit as a percentage of debt limit	0.00%	0.00%	0.00%	0.00%	91.69%	36.04%	14.24%	84.97%	72.34%	68.60%

Legal Debt Margin Calculation for Fiscal Year 2024

Current annual governmental funds fiscal budget	$ 14,188,755
Bonded debt limit - 20% of above	$ 2,837,751
Amount of debt applicable to debt limit:	
Total bonded debt:	$ 1,946,595
	--
Total net debt applicable to limit	$ 1,946,595
Legal Debt Margin (1)	$ 891,156

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

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

	State Revolving Fund Loans					
Fiscal Year	Gross Revenue	Operating Expenses *	Net Available Revenue	Principal	Interest	Coverage
2015	$ 5,008,300	$ 5,158,918	$ (150,618)	$ 160,488	$ 40,342	(0.75)
2016	5,608,242	4,746,754	861,488	172,015	28,783	4.29
2017	6,334,887	4,701,409	1,633,478	128,781	28,158	-
2018	5,930,010	4,539,722	1,390,288	257,449	23,691	4.95
2019	5,884,268	4,101,102	1,783,166	315,067	55,615	4.81
2020	6,439,021	4,706,615	1,732,406	203,721	23,151	7.64
2021	6,930,585	5,494,528	1,436,057	230,102	76,275	4.69
2022	7,635,999	5,625,179	2,010,820	414,422	111,421	3.82
2023	7,373,104	6,575,674	797,430	538,170	110,478	1.23
2024	7,839,553	7,619,502	220,051	543,059	104,372	0.34

* Total expenses exclude depreciation/amortization

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

Fiscal Year	Population (1)	Personal Income (Amounts Expressed in Thousands)	Per Capita Personal Income (2)	Unemployment Rate (3)
2015	8,178	$ 353,927	$ 43,278	6.0%
2016	8,949	406,643	45,440	5.6%
2017	8,973	413,189	46,048	4.7%
2018	8,981	477,322	53,148	3.6%
2019	9,074	498,181	54,902	2.5%
2020	9,064	523,111	57,713	13.0%
2021	8,211	532,475	64,849	4.9%
2022	8,206	540,423	65,857	2.7%
2023	8,024	328,438	40,932	4.3%
2024	8,300	398,699	48,036	3.8%

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

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

Florida Department of Labor, Bureau of Labor Market Information.

* Information not available. Next Release Date November 16,2023.

NORTH BAY VILLAGE, FLORIDA

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

	Fiscal Year					
	2024			2015		
Occupational Groups	Employees	Rank	Percentage of Total Employment	Employees	Rank	Percentage of Total Employment
Office and Administrative Support	377,790	1	13.58%	202,100	1	18.85%
Sales and Related Occupations	307,350	2	11.05%	145,320	2	13.55%
Food Preparation ad Serving Occupations	273,650	3	9.84%	100,010	3	9.33%
Transportation and Material Moving	237,560	4	8.54%	78,940	4	7.36%
Management Occupations	212,120	6	7.62%	36,490	11	3.40%
Business and financial operations	196,860	5	7.08%	56,980	6	5.31%
Healthcare Practioner and Technical Occ.	181,060	7	6.51%	65,240	5	6.08%
Educational Instruction and Library Occ.	121,880	8	4.38%	50,000	7	4.66%
Installation, Maintenance, and Repair	114,010	9	4.10%	39,380	9	3.67%
Construction and Extraction	107,210	10	3.85%	25,620	15	2.39%
Protective Service Occupations	93,930	11	3.38%	42,830	8	3.99%
Building and Grounds Cleaning and Maint	91,610	12	3.29%	35,120	12	3.28%
Healthcare support	89,470	13	3.22%	25,920	14	2.42%
Production Occupations	84,390	14	3.03%	38,730	10	3.61%
Computer and mathematical science	66,740	15	2.40%	17,590	16	1.64%
Personal care and service	56,730	16	2.04%	55,830	13	5.21%
Legal Occupations	46,670	17	1.68%	14,930	17	1.39%
Arts, design, entertainment,	40,190	18	1.44%	13,330	18	1.24%
Community and social services	36,540	19	1.31%	12,250		1.14%
Architecture and engineering	27,140	20	0.98%	9,680	20	0.90%
Life, physical and social sciences	14,540	21	0.52%	3,790	21	0.35%
Farming, fishing and forestry	4,910	22	0.18%	2,310	22	0.22%
Total	2,782,350		100.00%	1,072,390		100.00%

Source: Represents Metropolitan and Nonmetropolitan Area Occupational Employment for the entire Miami-Miami Beach-Kendall, Florida Metropolitan Division as provided by the U.S. Department of Labor, Bureau of Labor Statistics as of May 2024. Estimates do not include self-employed workers.

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

*The May 2024 Occupational Employment and Wage Statistics were released on April 25, https://www.bls.gov/oes/

NORTH BAY VILLAGE, FLORIDA

FULL-TIME EQUIVALENT VILLAGE GOVERNMENT EMPLOYEES BY FUNCTION

LAST TEN FISCAL YEARS

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Function:										
General government and public safety:										
Sworn officers	26.0	29.0	29.0	29.0	29.0	29.5	27.0	28.0	34.0	30.0
Civilians	8.0	9.5	9.5	9.0	9.0	8.5	8.5	8.5	8.5	9.0
Administration	17.0	17.0	17.0	17.5	17.5	18.5	20.0	24.0	24.0	19.0
Culture and recreation	4.5	4.0	4.0	4.0	4.5	4.5	4.5	3.5	3.5	3.0
Public works:										
Administration	--	--	--	2.00	3.50	3.5	4.5	6.5	6.5	5.0
Sanitation	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Water	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Sewer	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	1.0
Streets	3.0	3.0	3.0	2.0	2.0	2.0	2.5	2.5	2.5	3.0
Stormwater	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0	1.0	1.0
Transit	2.0	2.0	2.0	2.0	2.0	1.0	--	--	--	1.0
Total	67.5	71.5	71.5	72.5	74.5	74.5	75.0	80.0	86.0	77.0

Source: Various City departments.

NORTH BAY VILLAGE, FLORIDA

OPERATING INDICATORS BY FUNCTION

LAST TEN FISCAL YEARS

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Function:										
General government:										
Building permits issued	740	727	728	807	886	541	725	900	597	539
Public safety:										
Number of calls for service **	27,515	33,036	39,499	26,512	25,340	45,767	44,351	59,725	72,714	71,142
Number of arrests	141	392	379	400	319	523	77	125	130	93
Number of traffic violations	1,041	2,918	3,254	3,591	2,888	2,240	4,455	7,506	6,569	7,390
Number of parking violations	1,230	2,650	2,476	3,064	2,682	1,676	1,671	2,477	1,585	492
Number of school crossing guards	4	4	4	4	3	3	3	3	3	3
Public works:										
Garbage tons collected and disposed*	4,800	4,794	4,641	4,983	5,083	4,894	5,199	4,678	4,728	4,448
Catch basins cleaned	12.00	19	6	6	6	6	46	46	46	125
Water average daily consumption (gallons)	1,176,752	1,148,480	1,192,408	1,148,793	1,129,240	1,159,089	1,148,967	1,093,289	1,016,693	1,070,169
Sewer average daily flow	1,186,282	1,283,631	1,120,561	966,919	881,717	863,010	968,243	907,196	967,750	956,802
Number of metered accounts	617	617	617	614	614	614	614	614	614	614
Fire hydrants	57	57	57	57	57	57	57	57	27	57

Source: Various City departments.

* Includes white goods

** Police department implemented a new comprehensive reporting system

1 Information Not available at time of publication

N/A: Information not available.

NORTH BAY VILLAGE, FLORIDA

CAPITAL ASSET STATISTICS BY FUNCTION

LAST TEN FISCAL YEARS

	Fiscal Year									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Function:										
Public safety:										
Number of police stations	1	1	1	1	1	1	1	1	1	1
Number of fire stations	--	--	--	--	--	--	--	--	--	--
Number of general government buildings	1	1	1	1	2	2	2	2	2	2
Public works:										
Miles of water mains	8	8	8	8	8	8	8	8	8	8
Miles of sewer lines	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7	5.7
Miles of storm water drains	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84	2.84
Number of lift stations	4	4	4	4	4	4	4	4	4	4
Number of fire hydrants	62	62	62	62	62	62	62	62	62	62
Number of public works buildings	1	1	1	1	1	1	1	1	1	1
Recreation and parks:										
Number of parks and recreation facilities	2	2	2	2	2	3	3	3	3	3
Acres of park	1.0	1.0	1.0	1.0	1.0	1.2	1.2	1.2	1.2	1.2
Acres of water	281	281	281	281	281	281	281	281	281	281

Source: Various City Departments

COMPLIANCE SECTION

CBIZ CPAs P.C.

One Southeast Third Avenue
Suite 1100
Miami, FL 33131

P: 305.995.9600

Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

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

We have audited, in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States ("*Government Auditing Standards"*), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of North Bay Village, Florida (the "Village") as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements, and have issued our report thereon dated March 31, 2026.

Report on Internal Control Over Financial Reporting

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

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as described in the accompanying schedule of finding and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Village's financial statements will not be prevented or detected and corrected on a timely basis. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item MW2024-001 to be a material weakness.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items SD2024-001, SD2024-002, SD2024-003 and SD2024-004 to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Village's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as items SD2024-002, SD2024-003 and SD2024-004.

Village's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Village's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The Village's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

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

CBIZ CPAs P.C.

Miami, Florida
March 31, 2026

CBIZ CPAs P.C.

One Southeast Third Avenue
Suite 1100
Miami, FL 33131

P: 305.995.9600

Independent Auditors' Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

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

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited North Bay Village, Florida's (the "Village") compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Village's major federal program for the fiscal year ended September 30, 2024. The Village's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Village complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the fiscal year ended September 30, 2024.

Basis for Opinion on the Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Auditors' Responsibilities for the Audit of Compliance

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

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

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

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

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying schedule of findings and questioned costs as item SD2024-003. Our opinion on the major federal program is not modified with respect to this matter.

Government Auditing Standards requires the auditor to perform limited procedures on the Village's response to the noncompliance finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Village's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify a certain deficiency in internal control over compliance that we consider to be a significant deficiency.

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

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item SD2024-003 to be a significant deficiency.

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

Government Auditing Standards requires the auditor to perform limited procedures on Village's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Village's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Village, as of and for the fiscal year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the Village's basic financial statements. We issued our report thereon, dated March 31, 2026, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

CBIZ CPAs P.C.

Miami, Florida
March 31, 2026

NORTH BAY VILLAGE, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

Federal Grantor/ Pass-through Entity/ Federal Program or Cluster Title	ALN	Grant/Contract Number	Expenditures	Passed Through to Subrecipients
U.S. Department of Treasury				
Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)	21.027	N/A	$ 2,259,463	$ --
Total U.S. Department of Treasury			2,259,463	--
U.S. Department of Justice				
Bulletproof Vest Partnership Program	16.607	29561464	14,265	--
Passed-through the Florida Department of Law Enforcement				
Equitable Sharing Program	16.922	FL0131700	70,840	--
Total U.S. Department of Justice			85,105	--
U.S. Department of Transportation				
Passed-through the Florida Department of Transportation				
Highway Planning and Construction	20.205	G2789	115,865	--
Highway Planning and Construction	20.205	G2T36	170,604	--
Total Highway Planning and Construction			286,469	--
Total U.S. Department of Transportation			286,469	--
Total of Expenditures of Federal Awards			$ 2,631,037	$ --

See notes to schedule of expenditures of federal awards.

NORTH BAY VILLAGE, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 – BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal grant activity of the North Bay Village (the "Village") for the fiscal year ended September 30, 2024. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations, Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Village, it's not intended to and does not present the financial position, changes in net position/fund balance or cash flows of the Village.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

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

NORTH BAY VILLAGE, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

SECTION I – SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued on whether the financial statements audited were prepared in accordance with GAAP:	*Unmodified Opinion*
Internal control over financial reporting:	
Material weakness(es) identified?	X Yes ___ No
Significant deficiency(ies) identified?	X Yes ___ None reported
Non-compliance material to financial statements noted?	X Yes ___ No

Federal Awards

Internal control over major federal major program:	
Material weakness(es) identified?	___ Yes X No
Significant deficiency(ies) identified?	X Yes ___ None reported
Type of auditors' report issued on compliance for the major program:	*Unmodified Opinion*
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	X Yes ___ No

Identification of Major Federal Program:

ALN	Federal Programs:
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B federal programs:	$750,000
Auditee qualified as low-risk auditee pursuant to the Uniform Guidance?	___ Yes X No

SECTION II – FINANCIAL STATEMENT FINDINGS

MATERIAL WEAKNESSES

MW2024-001 – LACK OF INTERNAL CONTROLS OVER FINANCIAL CLOSE AND REPORTING

Criteria

The Village should implement Accounting Policies and Procedures to ensure the financial statement closing process is completed in a timely manner. Such policies and procedures should consider establishing proper controls which are designed and implemented to address the financial close and reporting process of the Village.

Condition

The Village is currently not performing its monthly and annual financial reporting closing process in a timely manner. An initial working trial balance ("WTB") was produced by the Village's Finance and Accounting department on January 18, 2026, for the fiscal year ended September 30, 2024 and provided to the auditor. During fieldwork for this audit engagement, twenty-six (26) audit adjustments aggregating to approximately $3,700,000, were required to correct the original WTB submitted to the auditors. Ultimately this led to a delay in the completion of the audit procedures. These factors further delayed the financial statements completion and issuance date.

Cause

There is a lack of monthly-close checklists, and a formal monthly/annual close calendar with defined roles, deadlines, and sign-offs for the financial close process to take place. Additionally, key reconciliations (e.g., cash, investments, receivables/payables, interfunds, capital assets, accruals) are not prepared and reviewed throughout the year on a timely basis, leaving unresolved items to accumulate until year-end.

Effect

A lack of completing required closing procedures led to preliminary misstatements to the financial statements and a significant number of adjusting journal entries and reversal entries to be posted after the commencement of the audit. The lack of internal controls may lead to current and future accounting errors.

Recommendation

We recommend the Village establish adequate controls and strengthen month end and year end reconciliation and closing procedures to ensure financial accounts are reviewed and approved by management on a timely basis.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

MW2024-001 – LACK OF INTERNAL CONTROLS OVER FINANCIAL CLOSE AND REPORTING (CONTINUED)

Recommendation (Continued)

We suggest that the Village establish effective review and reconciliation policies and procedures as a customary part of the accounting process, to ensure accounts are reconciled with general ledger accounts on a timely basis.

View of Responsible Officials and Planned Corrective Action

See accompanying corrective action plan.

SIGNIFICANT DEFICIENCIES

SD2024-001 – PAYROLL (REPEAT FINDING PREVIOUSLY REPORTED AS SD2023-01)

Criteria

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

Condition

During the payroll testing, the auditor made twenty-five (25) selections for testing. Of these 25 selections, the auditor noted the following:

- For two (2) selections, the Village could not provide support for approval of the personnel action form.
- For five (5) selections, the Village did properly update the pay rate in the subsequent payroll period.
- For one (1) selection, the Village was not able to provide the personnel action form.

Cause

Insufficient controls in place to ensure the payroll changes are properly documented, approved and implemented.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2024-001 – PAYROLL (REPEAT FINDING PREVIOUSLY REPORTED AS SD2023-01) (CONTINUED)

Effect

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

Recommendation

The Village should establish adequate internal controls to ensure that payroll changes are properly reviewed, approved and implemented in the Village' systems. In addition, the Village should develop a process to ensure all relevant supporting documentation and records that support payroll information be maintained pursuant to Florida statutes record retention policy.

View of Responsible Officials and Planned Corrective Actions

See accompanying corrective action plan.

SD2024-002 – NON-COMPLIANCE WITH FLORIDA STATUTES (REPEAT FINDING PREVIOUSLY REPORTED AS NC2023-01)

Criteria

Section 218.39(1), Florida Statutes, requires that a local government have an annual financial audit of its accounts and records completed within nine (9) months after the end of its fiscal year.

Condition

The Village did not issue and file the September 30, 2024 financial statements with the Florida Auditor General by June 30, 2025, as required by Florida Statutes.

Cause

Turnover of finance department personnel and a lack of closeout procedures delayed completion of the financial statements.

Effect

The Village did not comply with Florida Statute 218.39(1)(h) for the fiscal year ended September 30, 2024.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2024-002 – NON-COMPLIANCE WITH FLORIDA STATUTES (REPEAT FINDING PREVIOUSLY REPORTED AS NC2023-01) (Continued)

Recommendation

The Village should ensure that adequate procedures and internal controls are in place to ensure that the financial statements are submitted in a timely manner. These controls should include controls requiring the reconciliation of account balances to the appropriate supporting documentation (e.g., general ledger, internal reports, note disclosures, etc.), the use of a disclosure checklist, and adequate training of staff with required accounting and financial reporting standards to ensure an audit commences within sufficient time to meet the filing deadline.

View of Responsible Officials and Planned Corrective Action

See accompanying corrective action plan.

SD2024-003 – REPORTING - DATA COLLECTION FORM

Federal Agency; Federal Grantor and Program Title; ALN; Grant Number; Grant Period

- U.S. Department of Justice; Direct program: Bulletproof Vest Partnership program; 16.607; 29561464; October 1, 2023 through September 30, 2024; Indirect Program passed through the Florida Department of Law Enforcement: Equitable Sharing Program; 16.992; FL0131700; October 1, 2023 through September 30, 2024
- U.S. Department of Transportation; Indirect programs passed through the Florida Department of Transportation: Highway Planning and Construction; 20.205; GS2789 & G2T36; October 1, 2023 through September 30, 2024
- U.S. Department of Treasury; Direct program: Coronavirus State and Local Fiscal Recovery Funds; 21.027; N/A; October 1, 2023 through September 30, 2024

Criteria

2 CFR Section 200.512(a) requires the reporting package and Data Collection Form ("DCF") to be submitted to the Federal Audit Clearinghouse the earlier of thirty calendar days after the reports are received from the auditor or nine months after the end of the audit period.

Condition

Due to the delay in financial close of the Village's books and records, a federal single audit for fiscal year 2024 was not performed in a timely manner and the DCF was not submitted by its due date of June 30, 2025. The UG requires the reporting package and DCF to be submitted to the Federal Audit Clearinghouse the earlier of 30 calendar days after the reports are received from the auditor or nine months after the City's year end.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2024-003 – REPORTING - DATA COLLECTION FORM (Continued)

Cause

Due to significant turnover in the Village's finance department, there was a lack of timely reviews of account reconciliations and schedules for year-end closing procedures which ultimately delayed the completion of the audit.

Effect

The Village is not in compliance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Recommendation

Management should implement policies to ensure timely financial reporting and ensure the timely completion of an audit.

View of Responsible Official and Planned Corrective Action

See accompanying Corrective Action Plan.

SD2024-004 – NON-COMPLIANCE WITH STATE REVOLVING LOAN RATE COVERAGE REQUIREMENT

Criteria

Article V, Section 5.01 Rate Coverage, of the Drink Water State Revolving Fund Loan Agreement ("Agreement") requires that the Village maintain rates and charges for the services furnished by the Water and Sewer Systems be sufficient to provide, in each fiscal year, pledged revenues equal to or exceeding 1.15 times the sum of the semiannual loan payments due in such fiscal year.

"Pledged Revenues," as defined in the Agreement, refers to the specific revenues designated as security for the repayment of the Loan. These revenues consist of the gross annual revenues generated from the operation of the Water and Sewer Systems, after deducting Operation and Maintenance Expenses and fulfilling all annual payment obligations related to any senior obligations issued.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCIES (CONTINUED)

SD2024-004 – NON-COMPLIANCE WITH STATE REVOLVING LOAN RATE COVERAGE REQUIREMENT (CONTINUED)

Condition

For the fiscal year ended September 30, 2024, the Village did not maintain sufficient rates and charges to provide pledged revenues to meet the required rate coverage ratio of 1.15.

Cause

The Village is not performing necessary review of its Water and Sewer fund operations to ensure sufficient pledged revenues are maintained to meet the rate coverage ratio per the agreement

Effect

The Village did not comply with Article V, Section 5.01 Rate Coverage of the Agreement.

Recommendation

The Village should continuously monitor and compare actual results of the Water and Sewer fund operations to ensure future water and sewer utility rates/revenues are sufficient in order to continue funding annual operating and maintenance costs, debt service and meet rate coverage ratio requirements.

View of Responsible Officials and Planned Corrective Action

See accompanying corrective action plan.

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

SD2024-003 – REPORTING - DATA COLLECTION FORM

Federal Agency; Federal Grantor and Program Title; ALN; Grant Number; Grant Period

- U.S. Department of Justice; Direct program: Bulletproof Vest Partnership program; 16.607; 29561464; October 1, 2023 through September 30, 2024; Indirect Program passed through the Florida Department of Law Enforcement: Equitable Sharing Program; 16.992; FL0131700; October 1, 2023 through September 30, 2024
- U.S. Department of Transportation; Indirect programs passed through the Florida Department of Transportation: Highway Planning and Construction; 20.205; GS2789 & G2T36; October 1, 2023 through September 30, 2024
- U.S. Department of Treasury; Direct program: Coronavirus State and Local Fiscal Recovery Funds; 21.027; N/A; October 1, 2023 through September 30, 2024

SECTION III – FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS (CONTINUED)

SD2024-003 – REPORTING - DATA COLLECTION FORM (Continued)

Criteria

2 CFR Section 200.512(a) requires the reporting package and DCF to be submitted to the Federal Audit Clearinghouse the earlier of thirty calendar days after the reports are received from the auditor or nine months after the end of the audit period.

Condition

Due to the delay in financial close of the Village's books and records, a federal single audit for fiscal year 2024 was not performed in a timely manner and the DCF was not submitted by its due date of June 30, 2025. The UG requires the reporting package and DCF to be submitted to the Federal Audit Clearinghouse the earlier of 30 calendar days after the reports are received from the auditor or nine months after the City's year end.

Cause

Due to significant turnover in the Village's finance department, there was a lack of timely reviews of account reconciliations and schedules for year-end closing procedures which ultimately delayed the completion of the audit.

Effect

The Village is not in compliance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Recommendation

Management should implement policies to ensure timely financial reporting and ensure the timely completion of an audit.

View of Responsible Official and Planned Corrective Action

See accompanying Corrective Action Plan.

NORTH BAY VILLAGE, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

I. PRIOR YEAR FINANCIAL STATEMENT FINDINGS

SD2023-01 – Payroll – was not addressed and the finding is repeated as SD2024-001.

NC2023-01 – Annual Financial Audit Report – was not addressed and the finding is repeated as SD2024-002.

II. PRIOR YEAR FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

None

CBIZ CPAs P.C.

One Southeast Third Avenue
Suite 1100
Miami, FL 33131

P: 305.995.9600

Management Letter in Accordance with the Rules of the Auditor General of the State of Florida

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

Report on the Financial Statements

We have audited the financial statements of the North Bay Village, Florida (the "Village"), as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated March 31, 2026.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States, the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditors' Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance; Schedule of Findings and Questioned Costs; Summary Schedule of Prior Audit Findings; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedules, which are dated March 31, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The status of findings made in the preceding annual financial audit report has been reported in the summary schedule of prior audit findings.

Official Title and Legal Authority

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

Financial Condition and Management

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

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Village. It is management's responsibility to monitor the Village's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same. Our assessment was done as of the fiscal year end. The results of our procedures did not disclose any matters that are required to be reported.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any additional recommendations, other than those noted in the Schedule of Findings and Questioned Costs.

Property Assessed Clean Energy (PACE) Program

Section 10.554(1)(i)6.a., Rules of the Auditor General, requires a statement as to whether a PACE program authorized pursuant to Section 163.081 or Section 163.082, Florida Statutes, did/did not operate within the Village's geographical boundaries during the fiscal year under audit. During the fiscal year ended September 30, 2024, the PACE Program did not operate within the Village's geographical boundaries.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we determined that the special district component unit provided the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

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

Purpose of this Letter

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

CBIZ CPAs P.C.

Miami, Florida
March 31, 2026

CBIZ CPAs P.C.

One Southeast Third Avenue
Suite 1100
Miami, FL 33131

P: 305.995.9600

Independent Accountants' Report on Compliance Pursuant to Section 218.415, Florida Statutes

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

We have examined the North Bay Village, Florida (the "Village") compliance with Section 218.415, Florida Statutes, Local Government Investment Policies, for the fiscal year ended September 30, 2024. Management of the Village is responsible for the Village's compliance with the specified requirements. Our responsibility is to express an opinion on the Village's compliance based on our examination.

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

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the Village's compliance with specified requirements.

In our opinion, the Village complied, in all material respects, with Section 218.415, Florida Statutes, for the fiscal year ended September 30, 2024.

This report is intended solely to describe our testing of compliance with Section 218.415, Florida Statutes, and it is not suitable for any other purpose.

CBIZ CPAs P.C.

Miami, Florida
March 31, 2026

North Bay Village
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

March 31, 2026

Corrective Action Plan

U.S. Department of Treasury

The North Bay Village (the Village) respectfully submits the following corrective plan for the fiscal year ended September 30, 2024.

Name and address of independent public accounting firm:
CBIZ CPAs P.C.
One SE 3rd Avenue, Suite 1100
Miami, FL 33131

Audit Period: October 1, 2023 – September 30, 2024

The findings from March 31, 2026, Schedule of Findings and Questioned Costs are discussed below. The findings are numbered consistently with the numbers assigned in the schedule.

Financial Statements Findings

Material Weakness

MW2024-001 – LACK OF INTERNAL CONTROLS OVER FINANCIAL CLOSE AND REPORTING

Management's Response

The Village is actively establishing controls and reconciliation processes to ensure the month end and year end procedures are completed in a timely manner and reviewed and approved by management as well as the reconciliation of the general ledger accounts.
Responsible Party: *Mayte Gamiotea, Chief Financial Officer*

Anticipated Completion Date: *September 30, 2026*

Significant Deficiencies

SD2024-001 PAYROLL

Management's Response

The Village now has a Human Resource Department that initiates and maintains any payroll changes. All changes are properly reviewed and approved by management. Supporting documentation and records that support all the payroll changes and information are maintained pursuant to Florida statues record retention policy.

Responsible Party: *Jenice Rosado, Deputy Village Manager / HR Director*

Anticipated Completion Date: *March 31, 2026*

SD2024-002 – NON-COMPLIANCE WITH FLORIDA STATUTES

Management's Response

The Village is in the process of creating Accounting and Financial policies that will ensure that the procedures and internal controls include the reconciliation of account balances to the supporting documentation. The creation of a disclosure checklist and the training of the staff in all the required accounting and financial reporting standards is currently being worked on to meet the filing deadlines.

Responsible Party: *Mayte Gamiotea, Chief Financial Officer*

Anticipated Completion Date: *September 30, 2026*

SD2024-003 – REPORTING – DATA COLLECTION FORM

Management's Response:

The Village has contracted a third-party consultant to help the management with implementation of policies that will ensure the timely financial reporting and ensuring the timely completion of the audit.

The Village has now hired and has a complete Human Resource department and Finance department that has been in place for a year now. The Village has contracted a third-party accounting firm to facilitate with the training and processes required to completing year-end closing.

Responsible Party: *Mayte Gamiotea, Chief Financial Officer*

Anticipated Completion Date: *September 30, 2026*

Significant Deficiencies

SD2024-004 – NON-COMPLIANCE WITH STATE REVOLVING LOAN RATE COVERAGE REQUIREMENT

Management's Response:

The Village will monitor the Water and Sewer Fund operations to ensure that the water and sewer rates are adjusted in order to continue funding annual operating and maintenance costs, debt service and meet the rate coverage ratio requirements.

Responsible Party: *Steve Buckland, Public Works Director and Mayte Gamiotea, Chief Financial Officer*

Anticipated Completion Date: *September 30, 2026*

For questions regarding the Corrective Action Plan, please contact Mayte Gamiotea, Chief Financial Officer at (305) 751-7676.

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

March 31, 2026

BEFORE ME, the undersigned authority, personally appeared Mayte Gamiotea, who being duly sworn deposes and says on oath that:

1. I am the Chief Financial Officer of North Bay Village which is a local governmental entity of the State of Florida.

2. The governing body of North Bay Village adopted in their Code of Ordinance the following Section #151.100 Parks & Recreation impact fee, section #51.11 Water impact fees, section #39.05 Police Impact fees, section #52.18 Sewer impact fees implementing an impact fee or authorized North Bay Village to receive and expend proceeds of an impact fee. See link: | North Bay Village, FL | Municode Library.

3. North Bay Village has complied and, as of the date of this Affidavit, remains in compliance with Section 163.31801, Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.

Mayte Gamiotea, Chief Financial Officer
North Bay Village Finance Department

STATE OF FLORIDA
COUNTY OF MIAMI DADE

SWORN TO AND SUBSCRIBED before me this 31 day of March 2026.

NOTARY PUBLIC
Print Name: Alba L. Chang

Personally Known ✓ or produced identification _____

Type of identification produced: _____

My Commission Expires: 10/3/2029

ALBA L. CHANG
Notary Public - State of Florida
Commission # HH 712724
My Comm. Expires Oct 3, 2029
Bonded through National Notary Assn.

ITEM NO. 3.C

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY:

SUBJECT: Presentation of the Village Police Department 2025 Officer and Civilian of the Year

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

The Chief's Awards Committee is made up of all senior staff members and met last month to make the 2025 Officer and Civilian of the Year selection. Nominees were presented and after reviewing their respective qualifications for the Awards, the Committee unanimously made the selections.

For the NBVPD 2025 Officer of the Year the Committee selected Detective/Corporal Hubert Molina (Investigations) and Corporal Marcel Ascanio (Patrol).

For the NBVPD 2025 Civilian of the Year the Committee selected Records Clerk Marie Armand.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

NONENONE

PERSONNEL IMPACT

NONE

ATTACHMENTS

2025 OFFICER OF THE YEAR-DETECTIVE CORPORAL HUBERT MOLINA.pdf
2025 CIVILIAN OF THE YEAR-RECORDS CLERK MARIE ARMAND.pdf
2025 OFFICER OF THE YEAR-PATROL-CPL MARCEL ASCANIO.pdf

North Bay Village Police Department
COMMENDATION

Date of Occurrence: 5/19/2026

Submitted By: Chief Carlos Noriega

Employee Name(s): Detective/Corporal Hubert Molina

Department/Unit/Division: Police Department/Criminal Investigations

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 my honor and privilege to present Detective Corporal Hubert Molina as co-winner of the 2025 NBVPD Officer of the Year. Detective Corporal Molina is recognized for his outstanding all-around work and performance throughout the year as a member of the Criminal Investigations Unit. His extensive investigative work in 2025 included two high profile crimes that were either cleared by arrest or exceptionally cleared.

The first case involved a targeted armed robbery involving a coordinated effort between local and out of state subjects, who targeted multiple victims at the driveway of a residence on Treasure Island. The crime resulted in a police pursuit, where the subjects jumped off the west causeway bridge into the water. The body of one deceased subject was recovered from the water around Pelican Harbor Marina the following day and positively identified by the victim as the primary perpetrator of the robbery. The stolen property, worth thousands of dollars in jewelry, was also recovered, and the case was exceptionally cleared. The perpetrator also became the subject of interest in many other cases in and around our state.

The second case involved an arson investigation, where three vehicles in a parking lot were set on fire along with a residence located just down a street on Treasure Island. The comprehensive follow up investigation produced leads identifying a subject, who resided in a nearby apartment building. The subject was subsequently located and arrested, and a full confession was obtained.

For his work on both these cases Detective Corporal Molina was nominated for the prestigious MDCACP Officer of the Month twice (coming in as runner up on both occasions). These results reflected much of the work done by Detective Corporal Molina throughout the year, which regularly produced successful outcomes, cleared cases, and completed background investigations for new employees. For his superior investigative work last year, Hubert was also selected for the NBVPD Officer of the Quarter award, Anthony Damato Legacy Award by the Aventura Marketing Council, while remaining a

North Bay Village Police Department
COMMENDATION

Narrative Continued:

a finalist for the National US Attorney General's Award for investigative excellence. During his same period, he was promoted to the rank of Corporal for the Criminal Investigations Unit.

For his outstanding performance in 2025, Detective Corporal Hubert Molina has been selected for this distinguished award.

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 **Date** 4/30/26
Print/Sign

North Bay Village Police Department
COMMENDATION

Date of Occurrence: 5/19/2026

Submitted By: Chief Carlos Noriega

Employee Name(s): Records Clerk Marie Armand

Department/Unit/Division: Police Department/Communications Unit

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 my honor and privilege to present Records Clerk Marie Armand as winner of the 2025 NBVPD Civilian of the Year. Marie Armand has been an extremely loyal and dependable employee of NBV for over 24 years, 11 of which have been with the NBVPD. During that time, Marie has worn many different hats for NBV. At one time or another, she has worked for the Finance Department, Building Department, Public Works, Village Clerk, the front reception area, and, of course, the Police Department.

Ms. Armand's talents and aptitude are understated, mainly due to the low key and even keeled demeanor she routinely displays. Marie has always provided consistently high-quality work and has never failed to deliver onthe execution of any assignment nor situation during her tenure with NBV. She is a consummate team player and trusted employee. Anything having to do with Police Records, Marie is always on top of it.

Marie Armand's responsibilities as a Records Clerk include the management and storage of records, which involves processing, filing, maintaining, and retrieving police reports related to criminal offenses, incidents, traffic accidents, and supplemental reports. She is also responsible for handling public records requests in compliance with Florida state statue. Marie consistently addresses all these matters in timely and highly professional manner.

Additionally, Ms. Armand's duties include distributing reports to law enforcement personnel, courts, state attorneys, victims and members of the public. Marie ensures the integrity and security of all records by properly safeguarding confidential information and redacting sensitive data prior to the release of any documents. She consistently delivers exceptional performance with all aspects of her work.

For all the reasons stated and many more, Ms. Marie Armand has been selected as the 2025 NBVPD Civilian of the Year.

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 **Date** 4/30/26
Print/Sign

North Bay Village Police Department
COMMENDATION

Date of Occurrence: 5/19/2026

Submitted By: Chief Carlos Noriega

Employee Name(s): Corporal Marcel Ascanio

Department/Unit/Division: Police Department/Patrol

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 my honor and privilege to present Corporal Marcel Ascanio as co-winner of the 2025 NBVPD Officer of the Year. Through exceptional performance in a variety of areas, Corporal Marcel Ascanio has delivered on stellar year for the NBVPD. Starting 2025 off as a Patrol Officer, Marcel subsequently developed a strong interest in being considered for an appointment to Corporal and given an opportunity to evolve as a leader. As time went on, he backed up his request with a consistently strong performance and demonstrated the abilities necessary to receive serious consideration for the position along the way. Eventually, Marcel was selected for the position and appointed to the rank of Corporal.

In that capacity, Corporal Ascanio hit the ground running and began to build on his leadership abilities. In a highly transitional period for the Police Department, Marcel was paired up with a newly promoted Sergeant and applied his skill set to compliment the development of his supervisor. Without any hesitation, he has routinely exemplified the willingness to lead from the front and take control of situations. Following his promotion, Corporal Ascanio continued to excel in all areas of his assignment with a strong focus on traffic enforcement. His exceptional work in that specific area produced remarkable results, which subsequently led to his selection to join our award-winning Traffic Team.

Throughout the year, Corporal Ascanio was involved in many Agency highlights and accomplishments to include arrests, life-saving events, and high-profile incidents. In one of the most tragic cases that the North Bay Village community has ever been associated with, Corporal Ascanio was a key player in the prosecution of the subject responsible for reckless homicides involving three of our residents in a horrific criminal vehicular accident. Marcel's involvement and passionate testimony with that incident, investigation, and trial, was the main reason the case concluded with a guilty verdict of 20 years for the subject's criminal conduct delivering justice for the victims and their grieving family.

North Bay Village Police Department
COMMENDATION

Narrative Continued:

Corporal Ascanio's superior hands-on performance in all areas of his assignment and development as a leader have been instrumental to the overall success of the NBVPD in 2025. Marcel's experience, influence, and superior accomplishment throughout that period, have served to maintain the Police Department's continued momentum and ongoing development of its personnel. As a result of his outstanding achievements with Patrol related services for our Agency and the community we serve, Corporal Marcel Ascanio has been selected for this distinguished award.

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 **Date** 4/30/26
Print/Sign

ITEM NO. 5.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Approval of the April 21, 2026, Meeting Minutes - Village Clerk, Alba L. Chang

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

The Village Commission held a meeting and Minutes are being provided for the Commission's consideration and approval for the April 21, 2026 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

04.21.2026 - Draft Minutes.pdf

NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING MINUTES
TUESDAY, APRIL 21, 2026, | 6:00 P.M.
1666 KENNEDY CAUSEWAY, SUITE 101, NORTH BAY VILLAGE, FL. 33141
ZOOM MEETING ID: 891 2658 3746

---

1. **Opening Items**

   A. ***Call to Order*****:** Mayor Streitfeld called the meeting to order at 6:02 p.m.

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

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

   C. ***Pledge of Allegiance***

   - The *Pledge of Allegiance* was recited.

   D. ***Moment of Silence:*** Mayor Streitfeld asked for a moment of silence in honor of the Vice Mayor of Coral Springs, Nancy Metayer's, untimely passing.

   E. ***Invocation*****:** NONE

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

   Mayor Rachel Streitfeld moved to present item 3C first, [Chamber of Commerce presentation], and to move item 14H, [updated fee schedules], immediately after Open Forum.

   She also proposed taking items 13C, 13D and 13E, [7913 -7915 W Drive], together after 14H.

   Mayor Streitfeld pulled item 11D, [amendment to WO with Craven, Thompson and Associates] from Consent Agenda for discussion.

   Commissioner Chervony requested to pull items 11A, [NBV lease agreement], and 11E, [FIND Grant] from Consent Agenda for discussion.

   Vice Mayor Goran Cuk requested to add discussion item 14L: Discussion on Concrete Pours / Community Notice Alerts.

   Commissioner Doris Acosta requested to remove item 14D, [Ansin Family Park], from the agenda.

ACTION: Commissioner Chervony made a motion to approve the Order of Business as proposed. Commissioner Acosta seconded the motion.

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

3. Presentations

A. ***Proclamations and Awards***

B. ***Special Presentations to Commission***

3C. Presentation by the NBV Chamber of Commerce First Anniversary Event and Community Center Grand Opening Sponsorship Opportunities.

3A. Presentation of Employee of the Quarter Award: Customer Service Specialist, Victoria Galan.

Human Resources Director / Deputy Village Manager Jenice Rosado presented Victoria Galan with the Employee of the Quarter Award.

Building Director, Leilani Calzadilla recognize Ms. Galan publicly.

3B. Presentation Recognizing Office of the Quarter – January-March 2026: Corporal Jairo Borrell and Officer Bony Herrera.

Chief of Police Carlos Noriega presented the award to Corporal Jairo Borrell, and Deputy Chief Sam Bejar presented the award to Officer Bony Herrera.

4. Open Forum: NONE

14H. 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.

A presentation by Village Attorney Tony Recio explained the definitions and functions of Community Contribution Fees and schedule. He also shared the formulas needed to calculate totals.

Mayor Streitfeld opened the floor to Public Comments, and the following individuals spoke:

1. Brent W. Latham, NBV Mayor Emeritus
2. David O'Hagan,

Mayor Streitfeld closed Public Comments.

The Commission entered a lengthy discussion on the benefits and consequences of passing this resolution tonight.

ACTION: Commissioner Chervony made a motion to defer the item until August at the latest to research further the financial impact the new resolution/formula will have per property.

Commissioner Acosta seconded the motion and added comparable formulas from other municipalities to be added to the research.

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

Mayor Streitfeld instructed each Commission member to e-mail the Village Manager Frank Rollason with research parameters to delegate to the staff. Mayor Streitfeld asked for the item to be added to the May agenda.

At this time the following items were taken out of order.

Mayor Streitfeld requested items 13C, 13D and 13E to be discussed as one item. She specified Public Comments can be on any of the three items and a motion/vote for each item will be taken.

Mayor Streitfeld read each resolution into the public record.

13C. 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 PERCENT 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.

13D. 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.

13E. 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 MULTI-FAMILY 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.

Village Attorney Tony Recio narrated the legal parameters and mandates of all three items.

Village Clerk Alba Chang swore in any/all individuals who will testify/comment. Village Clerk Chang confirmed publication requirements were met.

Mayor Streitfeld, Commissioner Chervony, Commissioner Acosta, Commissioner Daro and Vice Mayor Cuk admitted to *ex-parte* communications.

Mayor Streitfeld asked to see the presentation for item13C-Site Plan Modification Request and item 13D T-Plat application.

Village Planner Craig Pinder gave the Village the requested presentations and staff reports.

Representatives for property owner, [El-Ad NBV, LLC] gave a presentation on the scope of the project and the edits/modifications requiring approval.

The aspects of the original approval were reviewed to illustrate the differences between the versions.

El-Ad NBV, LLC representatives explained the reason for the T-plat application and offered information indicating compliance.

Mayor Streitfeld opened the floor for Public Comments, and the following individuals spoke:

1. Jennifer Marshe, 7900 HI Drive, BLDG A
2. Tania Marios, 7900 HI Drive, BLDG A
3. Renata Grozovsky, 7910 HI Drive, BLDG B
4. Maria Uhuero, 7900 HI Drive, BLDG A

El-Ad NBV, LLC representatives presented their rebuttals by showing the results of the shadow study, wind study, traffic study and pipe capacities that were mentioned in Public Comments.

Mayor Streitfeld instructed Village Manager Frank Rollason and Village Attorney Sera to ensure proper evaluation of each application takes place because we cannot approve a plat on an easement. She asked that future reviews to be more thorough.

ITEM 13C – SITE PLAN
ACTION: Commissioner Chervony made a motion to approve the site plan modification with the following amendments:

1. Include a “design condition” for a green wall on the parking garage pedestal.
2. Include a dockmaster on site during work hours.
3. Extend valet service hours to 24 hours / 7 days a week.
4. Revise the site plan to include Island Walk access from west drive to Island Walk of property on North side of building.

Commissioner Daro seconded the motion.

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

ITEM 13D – T-PLAT
ACTION: Commissioner Chervony made a motion to approve the t-plat application. Commissioner Daro seconded the motion.

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

ITEM 13E – DEVELOPMENT AGREEMENT
ACTION: Commissioner Chervony made a motion to approve the site plan modification with the following amendments:

1. Height Bonus payments increased from $130,000 to $400,000 are due within 90 days of site plan approval.
2. Loss of on-street parking to be paid at $50,000 per parking space (credit for 4 spaces), total number of space losses to be determined at building permit.
3. Height bonus payment of $282,000 to be paid within 90 days of resolution approval.

Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 3 to 2 with Commissioner Chervony, Commissioner Acosta, and Commissioner Daro voting for. Vice Mayor Cuk and Mayor Streitfeld voted against.

5. Approval of Commission Minutes:
A. Regular Commission Meeting: February 17, 2026
B. Regular Commission Meeting: March 17, 2026

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

6. Advisory Board Minutes / Written Report: NONE

7. Village Commission's Report:

Commissioner Andrew Rotondaro:

- Infrastructure Projects: Commissioner Daro was pleased to see several projects back on Commission Agendas, such as, Island Walk, Harbor Island Sidewalk Improvement Initiative and Street Paving, but expressed concern over past patterns delaying these projects and keeping them in design phase.

- Bus Shelters: Progress continues as this project will last until the end of the year.

- Parking Spots: He encouraged consistency on how the parking spots are being handled in front of Tula Residences and asked for consistency throughout all construction projects taking place or starting soon.

Commissioner Doris Acosta:

- Coral Springs Tragedy: Condolences to the loved ones and community of slain Vice Mayor Nancy Metayer.
- Autism Awareness Month: April is the official month of autism awareness, and the Village is dedicated to increasing awareness and inclusion to this very special population.
- Summer 2026: YMCA Summer Camp registration is now open.
- Spring Fling 2026: Gratitude to the staff and departments who made spring fling special for our Village.
- Total Boot Camp: This fitness group celebrates its one-year anniversary.
- Finally, Commissioner Acosta shared her formal office hours and open-door policy.

Commissioner Richard Chervony:

Commissioner Chervony spoke about the results of the last financial audit and yearly budget being prepared by relatively new staff who inherited issues from prior administration.

He outlined steps to remain current on Village debts and ways to strengthen our budgets. Commissioner Chervony voiced frustration on the leak of funds in frivolous contracts and change of contractors.

Commissioner Chervony praised the progress of the new Community Center and the Village Hall/Fire Station groundbreaking, plus others.

In closing Commissioner Chervony asked resident to save the date: June 17, 2026 – Anti Hate Day Event happening this Summer.

Vice Mayor Goran Cuk: Deferred his report.

Mayor Rachel Streitfeld:

Mayor Streitfeld attended an operational meeting with Village Manager Frank Rollason and Pro Football League to determine the operations of the new community center and discuss what areas fall under Argentine Football Association/Pro Football League [AFA / PFL] and North Bay Village.

Mayor Streitfeld said the contract between vendors and the Village must match Exhibit C of the contract packet.

Community Engagement Director, Lili Torres, explained that more conversation is needed to clarify the changes and obligations each party is responsible for under new modifications.

Mayor Streitfeld asked Ms. Torres to confirm the details of the field use.

Mayor Streitfeld asked Village Attorney Haydee Sera to review the agreements to understand how much access the Village is entitled.

Mayor Streitfeld asked the Village Attorney to charge PFL for their legal review fees.

She praised the Events Department / Staff for the success of Spring Fling 2026.

Mayor Streitfeld asked Chief Resilience Officer Christina Viala, Public Works, to add a discussion item to the May agenda on the Sustainability Green Policy Report: Ban of Single-Use Plastics.

8. **Village Attorney's Report:** Village Attorney Haydee Sera reported that 4 out of the 7 properties have responded to the Island Walk letters sent by the Village's Legal team.

   Out of the seven properties, two are now officially, fully open.

   The Legal Department is now responding to the properties that responded and will be reaching out again to the remaining who have not answered.

   Currently, conversations are taking place between Village Attorneys and 360 Condo attorneys.

   Commissioner Chervony asked for properties not in compliance or communicating consistently with the Village to be cited for posterity and legal record.

   Commissioner Chervony asked for a list containing a status update on each property.

   Village Attorney Haydee Sera also said a new draft for the sign ordinance will come before Commission in May.

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

   A. ***Treasure Island Parking:*** The island already has parking issues and soon space will be needed for the vehicles visiting the Community Center.

   Mayor Streitfeld said that a minimum of seven [7] parking spaces should be available during off-peak hours.

   She asked staff to brainstorm ideas on possible solutions. She asked Village Manager Rollason to research how the areas near the Community Center are using their parking spots and update the Commission in May.

   B. ***Report on Village's Solid Waste Services*****:** Public Works Director, Steve Buckland, is finalizing cost analysis and a finalized report will be completed in the next few weeks.

   Mayor Streitfeld wants a draft of these findings much sooner.

C. ***Report on Community Center Grand Opening Planning Committee [April 2026]:*** *Deferred*

D. ***Community Engagement Report [March 2026]:***

E. ***Code Enforcement Report [March 2026]:***

F. ***Traffic Enforcement Report [March 2026]:***

10. Village Clerk's Report: NONE

A. Village Clerk's Report: March 2026 -

11. Consent Agenda

A. ***Staff Items***

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

11B. 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.

11C. 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.

11F. 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.

ACTION: Commissioner Chervony made a motion to approve the Consent Agenda. Commissioner Daro seconded the motion.

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

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

12A. AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING 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.

Mayor Streitfeld read the ordinance title into the official record.

Village Planner Craig Pinder gave the Commission a report on the amendment and its impact.

Village Attorney Haydee Sera said this language will allow a policy to be put in place for existing applications applying for exceptions under this Section of the ULDC Code.

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

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

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

13A. 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 Ordinance title into the record.

Commissioner Chervony asked for the wording on the violation period to be revised to clearly define the time limits a vessel can anchor before being cited.

Mayor Streitfeld asked for the proposed Ordinance to be deferred until May to allow Legal to clarify the language.

13B. 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 AND 8000 EAST DRIVE; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON.

Mayor Streitfeld read the resolution onto the official record.

Village Attorney Haydee Sera publicly narrated the legal parameters and mandates of the item.

Village Clerk Alba Chang swore in any/all individuals who will testify/comment. Village Clerk Chang confirmed publication requirements were met.

In an interest of time, Mayor Streitfeld waived the presentation from Village Planner Craig Pinder.

None of the Commission Members had *ex-parte* communications to volunteer.

The contractor Arquitectonica gave a presentation on the details of the Sales Center.

ACTION: Mayor Streitfeld made a motion to approve the ordinance on second reading. Commissioner Chervony seconded the motion.

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

11A. 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.

Mayor Streitfeld read the resolution onto the official record and explained her reasons for pulling the item for discussion.

Commissioner Acosta said to use the dog park at Civic Park for staging to avoid paying out-of-pocket or increasing density rates. Commissioner Chervony and Vice Mayor Cuk were against closing the dog park.

Commissioner Daro would rather relinquish the TDR instead of closing the dog park.

Mayor Streitfeld asked Village Manager Rollason to offer one TDR instead.

Vice Mayor wanted to change the clause where it reads TDR price difference *does not have to be paid* to the Village if TDR values should rise after the agreement is executed.

ACTION: Commissioner Chervony made a motion to approve item 11A but offered only one TDR in exchange for using the space. Vice Mayor Cuk seconded the motion.

Upon roll call vote, the motion passed 3 to 2 with Commissioner Chervony, Vice Mayor Cuk, Commissioner Daro voting for. Mayor Streitfeld and Commissioner Acosta voted against.

11D. 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 AND 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).

Mayor Streitfeld read the resolution onto the official record and explained her reasons for pulling the item for discussion was because North Treasure Drive was not included in the diagrams.

Village Manager Rollason said a new version contains the road.

Mayor Streitfeld said this project is not feasible in terms of costs and labor and the finished product will not last.

Vice Mayor Cuk said Treasure Island roads need urgent repairs. Commissioner Chervony said the roads need maintenance underground and if we mill the road now, we will pay for the same project twice.

Commissioner Chervony, we have been discussing milling Treasure Island for years.

Commissioner Daro agreed and proposed to use the money to repair the road instead of another design contract.

Capital Improvement Projects Director Roger Hogg said the resolution is to move funding because the project has already been budgeted.

Mayor Streitfeld asked CIP Roger Hogg to bring a quotes for resealing the streets in May.

ACTION: Vice Mayor Cuk made a motion to approve item 11D. Commissioner Acosta seconded the motion.

Upon roll call vote, the motion passed 3 to 2 with Vice Mayor Cuk, Commissioner Acosta, Commissioner Daro voting for. Mayor Streitfeld and Commissioner Chervony voted against.

11E. 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.

Mayor Streitfeld read the Resolution onto the official record.

ACTION: Mayor Streitfeld made a motion to approve item 11E. Vice Mayor seconded the motion.

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

ACTION: Mayor Streitfeld made a motion to extend the Regular Commission Meeting until 1 a.m. Commissioner Chervony seconded the motion.

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

14. Discussion/Action Items

A. ***Unfinished Business***

B. ***New Business***

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

Mayor Streitfeld requested to move the following Regular Commission Meetings:

June Regular Commissioner Meeting to June 23, 2026, and July Regular Commission Meeting to July 28, 2026, and reschedule the Sustainability and Resilience Task Force in those two months.

The Commission agreed to move these dates and rescheduled the First Budget Workshop to June 25, 2026.

The Commission agreed to recess in August.

ACTION: Mayor Streitfeld made a motion to approve the new dates. Commissioner Chervony seconded the motion.

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

14B. 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.

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

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

14C. 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.

Commissioner Chervony would like to issue the Proclamation by May 2026 so it can be shipped and arrive to Blue Square Alliance Against Hate by June 17, 2026, "North Bay Village, No Hate Day."

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

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

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

Commissioner Acosta requested to remove this item from tonight's discussion during the Order of Business.

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

Mayor Streitfeld suggested the grand opening to be on Friday, June 5, 2026, pending Mayor Emeritus B. Latham's availability.

ACTION: Mayor Streitfeld instructed the Village Staff Liaison to reiterate the scope of the committee's purview to the members of the Ad-Hoc BWL Community Center Grand Opening Committee at the next meeting.

14F. Discussion and Direction on a Proposed Citi Bike Docking Station - Sponsored by Vice Mayor Cuk and Co-Sponsored by Commissioner Doris Acosta.

Community Engagement Director Lili Torres presented the logistics for this public service. Citi Bike liked installing its bikes on Harbor Island.

The Commission asked her to find out if more than one installation could be arranged, preferably on Treasure Island. Commissioner Chervony asked several questions on how the costs will be mitigated / funded, and what liability the Village will have.

Commissioner Acosta asked if the bikes have peddle-assist and/or other features and what branding can be designed on the bikes.

Community Engagement Director Lili Torres will finalize the details and obtain answers for the Commission.

14G. Discussion on the Design Features for the Village Community Center Pergola - Village Manager, Frank Rollason.

There was Commission consensus to keep the design of the pergola open.

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

Mayor Streitfeld will have a summer intern this year. Commissioner Acosta will reopen the program again this year.

Mayor Streitfeld asked for a more formalized process for the internship program and its volunteer efforts.

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

The Animal Welfare Board wants to increase their visibility by possibly having a table at Community Events.

Commissioner Acosta is asking for a system for Boards to have a table/area at local events: a sign-up process and a method to request tables, marketing materials, etc.

There was a recommendation to allow the Community Engagement Director to determine which Board to participate in and to establish specific deadlines for volunteers.

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

Commissioner Acosta will piggyback this Board with the internship program. She anticipates the Board being fully and active by November 2026.

The legal team will have a Resolution ready by the May agenda for the Commission's review and direction.

14L. Discussion on Concrete Pours / Community Notice Alerts – Added by Vice Mayor Goran Cuk.

Vice Mayor Cuk added this discussion item to learn is concrete pours must happen at 4 a.m. or if the work can happen in the early evening.

He asked to streamline communications between all members of the community to report any damage or replacements required throughout the Village and create a more streamlined way to communicate updates and progress reports.

Vice Mayor Cuk asked to maximize the notification channels to advise the community of any important, non-emergency alerts. Mayor Streitfeld agreed the communication system could be greatly improved.

15. Adjournment

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

There being no further business to discuss, the meeting adjourned at 12:51 a.m.

Accepted this 19th day of May 2026.

_____
Rachel Streitfeld, Mayor

ATTEST

_____
Alba L. Chang, CMC
Village Clerk

ITEM NO. 6.A

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Residents Services Board Report

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 Committee (May 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
NONE

ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 (April 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (April 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 April 1 to April 30, 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 April 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:

- 202 – Speeding Citations
- 51 – Criminal Citations
- 93 –Moving Violation Citations
- 187 – Non-Moving Citations
- 80 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 3 – Criminal Citation
- 23 – Moving Violation Citations
- 31– Non-Moving Citations
- 12 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 9 – Criminal Citations
- 32 – Moving Violation Citations
- 42– 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:

- 676– Citations
- 149–Warnings
- 144– Parking Citations

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 (April 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Community Engagement Report (April 2026)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
COMMUNITY ENGAGEMENT REPORT APR 2026.pdf

NORTH BAY VILLAGE COMMUNITY ENGAGEMENT REPORT

April 2026

Notable Achievements: Flags on the causeway for notably lower price, gained 200+ followers in the last month alone, executed 6 events, 5 communications videos.

Communications

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

Social Media Reach: Instagram 5,317 followers | Facebook 2,400+ followers | X 1,264 followers | LinkedIn 60,000 impressions

- **Promoted 30+ initiatives** across **5 communication channels**
- **4 newsletters**
- **8 e-blasts**

Events & Programming

April: Planned, managed and executed **6 events.**

Spring Fling, Family Cooking Day, FCC Corporate Soccer Tournament, Kids Night Out, Movie Night, Poop Free NBV

Recreation Programs

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

Community Engagement

3 Ad Hoc Brent Walter Latham Community Center Grand Opening Committee Meetings.

1 Community Enhancement Board Meeting.

Monthly Overview

Category	Accomplishments
Communications	30+ campaigns | 12 separate e-blasts/newsletters | 5 videos
Events	6 April events executed
Community Engagement	4 meetings

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Compliance Report (April 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $3,250.00 in Code Compliance fines.

PERSONNEL IMPACT
NONE

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

	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

	Code	Statistics	Apr-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7516 W Treasure Drive	Construction Site Maint/ID	Citation	4/1/2026	$500.00			
1601 N Treasure Drive	Fence Mesh	Warning	4/1/2026				
7509 W Treasure Drive	Construction Site Maint	Warning	4/1/2026				
1735 N Treasure Drive	Expired Permits	Citation	4/1/2026	$250.00			
1872 Kennedy Cswy	Noise	Citation	4/2/2026	$500.00			
7721 Beach View Drive	Bulk Trash	Warning	4/2/2026				
1440 S Treasure Drive	Expired Permits	Warning	4/2/2026				
7532 Adventure Ave	Bulk Trash	Warning	4/2/2026				
7545 Hispanola Ave	Trash Violation	Warning	4/2/2026				
1524 Kennedy Cswy	Trash Violation	Warning	4/2/2026				
1660 S Treasure Drive	Noise	Citation	4/3/2026	$500.00			
7545 E Treasure Drive	Minimum Housing	Warning	4/3/2026				
1790 Kennedy Cswy	WWP	Citation	4/3/2026		$250.00		
7920 East Drive #3	Minimum Housing	Warning	4/6/2026				
1801 S Treasure Drive	Bulk Trash	Warning	4/7/2026				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	4/7/2026		$500.00		
7610 Center Bay Drive	Bulk Trash	Warning	4/8/2026				
7513 Adventure Ave	Property Maintenance	Warning	4/8/2026				
23-3209-008-1200	Landscape	Warning	4/8/2026				
7441 Center Bay Drive	Bulk Waste	Warning	4/9/2026				
1701 S Treasure Drive	WWP	Citation	4/9/2026	$250.00			
7530 Miami View Drive	Bulk Trash	Warning	4/9/2026				
7516 W Treasure Drive	Noise	Warning	4/13/2026				
1630 S Treasure Drive	Noise	Warning	4/13/2026				
1801 S Treasure Drive	Trash Violation	Citation	4/13/2026	$200.00			
7524 Bounty Ave	Bulk Trash	Warning	4/14/2026				
1665 Kennedy Cswy	Plastic Straws	Citation	4/14/2026	$100.00			
7920 East Drive	Bulk Trash	Warning	4/14/2026				
1700 Kennedy Cswy #170	Plastic Straws	Citation	4/14/2026	$100.00			
7509 Buccaneer Ave	SWO	Posted	4/14/2026				
7801 Beach View Drive	Bulk Trash	Warning	4/14/2026				
7701 Miami View Drive	Bulk Trash	Warning	4/14/2026				
7537 Mutiny Ave	WWP	Citation	4/14/2026		$250.00		
1790 Kennedy Cswy	WWP	Citation	4/14/2026		$250.00		
7821 Beach View Drive	WWP	Citation	4/15/2026	$250.00			
7711 Miami View Drive	Noise	Warning	4/15/2026				
1660 S Treasure Drive	Construction Site Maint	Warning	4/15/2026				
7731 Miami View Drive	Noise	Warning	4/15/2026				
7721 Coquina Drive	Noise	Warning	4/15/2026				
7701 Coquina Drive	Noise	Warning	4/15/2026				
7531 Coquina Drive	Noise	Warning	4/15/2026				
7531 Coquina Drive	Construction Site Maint/ID	Citation	4/16/2026		$250.00		
7601 E Treasure Dr #2401	Expired Permits	Citation	4/16/2026		$250.00		
7512 Mutiny Ave	Landscape	Warning	4/17/2026				
1721 S Treasure Drive	Landscape	Warning	4/17/2026				
1660 S Treasure Drive	Noise	Citation	4/17/2026		$500.00		
1701 S Treasure Drive	WWP	Citation	4/17/2026		$250.00		
7601 E Treasure Drive	Landscape/Hedges	Warning	4/20/2026				
7927 East Drive	Trash Violation	Warning	4/20/2026				
8000 East Drive	Fence/Mesh Maintenance	Warning	4/20/2026				
7921 East Drive	Bulk Trash	Warning	4/20/2026				
7924 East Drive	Bulk Trash	Warning	4/20/2026				
7509 W Treasure Drive	Noise	Warning	4/20/2026				
1780 Kennedy Cswy	WWP	Citation	4/21/2026		$250.00		
1665 Kennedy Cswy	Property Maintenance	Warning	4/21/2026				
1801 Kennedy Cswy	Bulk Trash	Warning	4/22/2026				
7516 W Treasure Drive	Construction Site Maint	Warning	4/22/2026				
1701 S Treasure Drive	Fence	Warning	4/22/2026				
1735 N Treasure Drive	Expired Permits	Citation	4/24/2026		$250.00		
7517 Bounty Ave	Trash Violation	Warning	4/24/2026				
7552 Hispanola Ave	Bulk Trash	Warning	4/24/2026				
7929 West Drive #402	WWP	Citation	4/27/2026		$250.00		
7821 Beach View Drive	Prohibited Sign	Warning	4/27/2026				
1671 S Treasure Drive	Prohibited Sign	Warning	4/27/2026				
7820 Miami View Drive	Recycling Violation	Tagged	4/28/2026				
7511 Miami View Drive	Recycling Violation	Tagged	4/28/2026				
1660 S Treasure Drive	Landscape	Warning	4/30/2026				
7541 W Treasure Drive	Landscape	Warning	4/30/2026				
7904 West Drive #908	WWP	Citation	4/30/2026	$250.00			

(19) Lien Searches							
				$2,900.00	$3,250.00		

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

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 April 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 8 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.

Business Tax Receipts Software - Tyler Module

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. 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.

Update: We continue to coordinate with Tyler as they finalize the remaining details. The final component, the license template, is currently in the design phase and remains pending.

Advisory Board Vacancy - Sustainability & Resilience Task Force
On April 29, 2026, Task Force Member Neil Krasner resigned from the Sustainability & Resilience Task Force. As a result, the Village issued community notifications announcing the vacancy. This agenda includes a request for an appointment to the Task Force for your consideration.

2026 Village General Elections
* At this time, no candidates have filed their intent to run for office.

* I have prepared and updated the Village candidate information packets to include the latest filing forms to meet the State's guidelines for the Candidate Statement and Oath of Office Forms. 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.

* Currently upgrading the (EasyVote) Campaign Finance Software Portal for the 2026 Elections, with enhancements focused primarily on backend functionality and the administrative access component.

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

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log 2026 - April.pdf
2026 Advisory Attendance Report - April.pdf

Public Records Request Log - April

DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
4/2/2026	Paul Jacob	Building	Plans - ALL: 7913 W Drive	N/A	4/2/2026
4/2/2026	Natalia Jarquin Hi-Tech Electric/Fire Corp	Building	Documents: Plans/Electrical: Kennedy House, [Clubhouse; Bathrooms; Building] 1865 79 Street from 2022-2024	N/A	4/15/2026
4/2/2026	Ginna Gamboa	CODE Building	Various - 7904 W Drive: ~~Code Violations~~; Liens; Permits; Inspections; ~~Zoning Restrictions~~; ~~Ordinances~~; Fines; Damage.	N/A	Requester cancelled the request on 4/9/2026 [ib]. CODE: 4/8/2026 VILLAGE CLERK: 4/8/2026
4/3/2026	Joe at Property Key jbalber@propertykey.com	CODE	Documents: Code Violations: April	N/A	4/6/2026
4/6/2026		Village Clerk Legal	Documents - Island Walk: 1625 Kennedy Causeway	N/A	4/8/2026
4/9/2026	Hector Gomez Ardurra	Public Works	Documents - As Builts: BLU at NBV/MODA	N/A	
4/10/2026	Ton Reyes, Project Manager Shevola	Building	Documents - Permit Report: March	N/A	4/15/2026
4/10/2026	Joe Sune Sune Home Inspection Corp	Building	Documents - Roof Permit: 7527 Adventure Avenue	N/A	4/14/2026
4/10/2026	Andrew Turner	CODE	Documents - CODE - Violations from January 1 - Present	N/A	
4/10/2026	Sherry Ader - Streets/Stormwater Coordinator Public Works / City of Homestead	Finance	Documents - Finance Records: FY 2024-2025, Decorative Street Signs Costs	N/A	
4/13/2026	David Correa, Investigator Miami Dade Public	Building	Documents - Permit History: 7529 Muitiny Avenue from February 28, 2025 - PRESENT	N/A	4/14/2026

4/13/2026	Elizabeth Marrero	Building	Document - Re-Certification: 1801 S Treasure Island	N/A	4/15/2026 4/23/2026
4/13/2026	Danick Barron - Data Acquisition Specialist Smart Procure	Finance	Documents - PO's: from June 23, 2026 - PRESENT	N/A	4/15/2026
4/14/2026	Mark Zurada, ESQ.	Finance	Document - BID Records: Harbor Island Right-of-Way Parking Restriping Improvements	N/A	
4/16/2026	Olga Chico - Chico's Contractor, INC	Building	Documents - Permit - Royal Isle Apartments, LLC: Pemit No. 160000379	N/A	4/16/2026
4/16/2026	Ellen Caldaro admin@envlogcon.com	Building Village Clerk	Documents - ANY/ALL: 7540 E Treasure Drive	N/A	4/23/2026
4/16/2026	"Chris" fcrappraisal@gmail.com	Village Clerk	Documents - Approvals/Resolutions/Ordinances: 7913-15 W Drive, HI	N/A	4/16/2026
4/21/2026	Jose Ricardo Pinto pintopinta@bellsouth.ne	Building Village Clerk	Documents - Permit-Roof: 1790 JFK Causeway	N/A	4/23/2026
4/22/2026	Jailene Sinisterra JAILENE.SINISTERRA @TCHSPROGRESS.COM	Building Village Clerk	Documents - Permit: BLDR-000772-2022	N/A	4/23/2026
4/23/2026	Joe Sune Sune Home Inspection Corp	Building	Documents - Roof Permit: 7544 Adventure Avenue	N/A	4/24/2026

4/26/2026	Paulo Ferrerira	CODE Building	Documents - Various: 7532 Hispanola Avenue BUILDING: ~~A complete history of all open and closed permits~~ BUILDING: ~~Permit details, including specific types of work, approval dates, and documentation of final inspections~~ BUILDING: Certificates of Completion BUILDING: LIENS CODE ENFORCE.: ~~Copies of any outstanding code violations or liens, if applicable~~.	N/A	04/28/2026 - Completion date for CODE ENFORCE. 04/27/2026 - Completion date for a complete history of all open and closed permits AND permit details, including specific types of work, approval dates, and documentation of final inspections
4/29/2026	Eden Sade	CODE Building	Documents - Various: ALL PROPERTIES	N/A	04/29/2026 - Completion date for CODE ENFORCE. 04/29/2026 - Completion date for BLDG.
4/29/2026 4/30/2026	Leonardo Schiaffino	Building	Documents - Permits: ALL PROPERTIES btwn 4/29/2025 - PRESENT for Mechanical - Hydraulic pump installation	N/A	5/6/2026
4/27/2026	Ann Margaret Thompson	Finance	1. Request for proposals and/or requests for bids for external audit services for the annual comprehensive financial report or audited financial statements for the most recent auditor bid. 2. Copies of all proposals and bids received for the request for proposals and/or bids for external audit services. 3. Records documenting the government's evaluation of the proposals described above including, but not limited to, scoring and comparisons of the proposals. 4. Documents supporting the government's recommendation for the selection of the external auditor and the government's decision for external auditor selection 5. Fees paid to the external auditor during the open records period	N/A	5/1/2026

Public Records Request Log - Police - April					
DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
4/1/2026	Elizabeth Starks	Police	Violent Crimes Log for MARCH	N/A	4/10/2026
4/5/2026	Walter Solomon	Police	Case # 2026-000-238-72	N/A	
4/2/2026	Alex alex@policereportpro.com Report@PoliceReportPro.com	Police	Case # 202500086954	N/A	
4/6/2026	Kamari Dawson	Police	Case # AMQKJME + ACCIDENT REPORT	N/A	BWC: 4/7/2026 REPORT:
4/6/2026	Martha Penas	Police	Case # F26006563	N/A	4/6/2026
4/8/2026	Beth Hull	Police	Case # 202600022068	N/A	4/24/2026
4/6/2026	Kamari Dawson	Police	Case # AMQKHME	N/A	4/7/2026
4/7/2026	Victoria Caramay	Police	Case # AMQK15E	N/A	4/7/2026
4/8/2026	Miguel Palacios	Police	Case # AMQJVTE	N/A	4/9/2026
4/9/2026	Ana Cabanas	Police	Case # F26006851	N/A	4/9/2026
4/9/2026	Nicole Munoz	Police	Case # AMQJHLE	N/A	4/10/2026

4/13/2026	Dylan Carter	Police	Case # 202600019374	$ 890.52	
4/10/2026	Gary Scott	Police	Case # AKM62QE	N/A	4/10/2026
4/13/2026	Kamari Dawson	Police	Case # AMQJR5E	N/A	4/13/2026
4/14/2026	Victoria Caramay	Police	Case # AKM80ME	N/A	
4/14/2026	Alexis Vazquez	Police	Case # NA [September 27, 2001]	N/A	
4/13/2026	Manuel Cacharron	Police	Case # 202400060456	$ 606.95	
4/10/2026	Najia Zahir Southern Poverty Law Center	Police	Documents - Various: Any/All materials existing with the search parameter: Facial Recognition Technology [FRT]	N/A	
4/11/2026	Mark Carter	Police	Case # NA NBV Arsonist Arrest	N/A	
4/14/2026	Miguel Palacios	Police	Case # AMQK80E	N/A	4/14/2026

4/16/2026	Nicole Munoz	Police	Case # AMQK9RE	N/A	4/16/2026
4/17/2026	Rebecca Brooks	Police	Case # AN60TAE	N/A	4/20/2026
4/23/2026	John Andrew john.andrew.john.2@gmail.com	Police	All available records for incident on 11/28/2022 / Jose Aranibar-Camacho	N/A	4/23/2026
4/21/2026	Jose Ricardo Pinto pintopinta@bellsouth.ne	Police	Case # 2023-00009133 Case # 2023-6929 Case # 2023-10014	N/A	

4/21/2026	Belkis Martinez	Police	Case # A9KUL2E	N/A	4/21/2026
4/22/2026	Kamari Dawson	Police	Case # AMQKQLE	N/A	4/22/2026
4/22/2026	Kamari Dawson	Police	Case # AMQKQYE	N/A	4/22/2026
4/22/2026	Kamari Dawson	Police	Case # AMQKQHE	N/A	4/22/2026
4/22/2026	Kamari Dawson	Police	Case # AMQKSGE	N/A	4/22/2026
4/23/2026	Miguel Palacios	Police	Case # AMQJVTE	N/A	4/23/2026
4/23/2026	Dr. Walter Solomon, PhD.	Police	Case # 2026-000-20997 Case # 2026-000-238-72	N/A	4/24/2026: Completion date for Case # 2026-000-20997. 4/29/2026: Completion date for Case # 2026-000-238-72
4/23/2026	Gary Scott	Police	Case # AI8F6EE	N/A	12/11/2025
4/24/2026	Samson Alladoumnodji Le Ndjelba	Police	Case # M26-7973	N/A	4/28/2026
4/24/2026	Danny Reyes	Police	Request via Madam Mayor through Madam Clerk	N/A	
4/27/2026	Gary Scott	Police	Case # AMQJ64E	N/A	4/28/2026
4/28/2026	Sara William	Police	Case # AKM9O7E	N/A	4/13/2026
4/29/2026	Gary Scott	Police	Case # AMQJWGE	N/A	4/29/2026
4/30/2026	Kamari Dawson	Police	Case # AMQKVZE	N/A	4/30/2026

2026 - Resident Advisory Board - Attendance

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

NAME	JANUARY	FEBRUARY	Monday March 3	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
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	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Zuniga, Marco	A	P	P	P								
Schoett, Lars	P	P	P	P								
Avalos, Liz	P	P	A	P								
William (Bill) Prendergast	APPOINTED - MARCH 2026		P	P								
Sidharth R. Mehta	P	P	A	P								

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

NAME	Tuesday January 27	FEBRUARY	Tuesday March 24	Tuesday April 28	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Doebler, David	P		P	P								
Krebs, Brenda	P		P	A								
Graham, Alisha	P	CANCELED	A	P								
Pfeffer, Oliver B	A		P	A								
VACANT												
Krasner, Neil	P		P	P	RESIGNED - 04/28/2026							

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

NAME	JANUARY	FEBRUARY	Wednesday March 4	Wednesday March 31 *[April Meeting]*	MAY May 6, 2026	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Turbides, Maximo E. - Alternate			P	P	A							
Losada, Joelyn			P	P	P							
Gonzalez, Jorge Pablo	CANCELED	CANCELED	P	P	A							
Abramson, Sherry			A	P	P							
Murphy, Paul			P	P	P							
Shaw, Ryan			P	P	P							

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

NAME	JANUARY	FEBRUARY	Wednesday March 18	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Shakti, Indira	NO MEETING	NO MEETING	P	NO MEETING				*Summer Recess*		NO MEETING		
Amadi, Sole Anamaria			P									
Fasana, Sabrina			P									
Lopez, Rosaura			P									
Marquez-Arrechea, Maria De La Cruz			P									

COMMUNITY ENHANCEMENT: ***FOURTH WEDNESDAY - 6:30 P.M.***

NAME	JANUARY	Wednesday February 25	MARCH	Thursday April 30	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Cotton, Christopher	CANCELED	P	CANCELED	P								
Farriga, Bree		P		P								
Petrini, Jacob		P		P								
Quay, Nick		A		A								
Segall, Alexei Julian		P		P								

AD HOC GRAND OPENING COMMITTEE: ***BI-WEEKLY - 6:30 P.M.***

NAME	JANUARY	FEBRUARY	Wednesday March 11	Thursday April 9	Thursday April 23	Thursday May 7 Meeting Canceled due to lack of Quorum	Thursday May 21	Wednesday June 10	Thursday June 25	Thursday July 9	Thursday July 30	Thursday August 6
Indira Shakti	NEW BOARD 2026	NEW BOARD 2026	P	P	P							
Vinita Chakravarty			P	P	P							
Brent Latham			P	P	P							
Maruja Gil			P	P	P							
Meghan Browning			P	A	A							
Kevin Colin			P	P	A							
Cesar Aguado			P	A	P							

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE YOUTH ADVISORY BOARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - SPONSORED BY COMMISSIONER DORIS ACOSTA**

RECOMMENDATION

It is recommended that the Village Commission consider and Adopt the proposed Resolution as presented.

BACKGROUND AND ANALYSIS

The proposed Resolution is being introduced by Commissioner Doris Acosta to establish a Youth Advisory Board.

On January 14, 2020, the North Bay Village (the "Village") Commission adopted Ordinance No. 2020-003 to update Chapter 32 of the Village's Code of Ordinances (the "Code") to provide for updated rules, policies, procedures, and objectives for the Village's advisory boards and committees (the "Advisory Boards").

Over the course of the Village's history, various Advisory Boards have been created. Section 32.03 of the Village Code states, "the Village Commission shall be authorized to create by resolution, from time to time, such Advisory Boards as it deems reasonably necessary to assist it in furtherance of the general purpose listed herein and such specific purposes as may be then set by the Commission."

In November 2025, the Village Commission directed that a Youth Advisory Board be

established.

Attached is a proposed Resolution establishing a Youth Advisory Board (the “Youth Advisory Board”). The Youth Advisory Board will be subject to the Sunshine Law. The Resolution sets forth the Board's purpose and duties. Following the establishment of the Board, the Village Clerk will give notice of the new Board and accept applications for appointment. The Village Commission will thereafter appoint members to the Board.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
n/a

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Establishing Youth Advisory Board.DOCX

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ESTABLISHING THE YOUTH ADVISORY BOARD; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 14, 2020, the North Bay Village (the "Village") Commission adopted Ordinance No. 2020-003 to update Chapter 32 of the Village's Code of Ordinances (the "Code") to provide for updated rules, policies, procedures, and objectives for the Village's advisory boards and committees (the "Advisory Boards"); and

WHEREAS, the Village Commission has created, from time to time, various Advisory Boards to advise and support the Commission in the development of policies, programs, projects, and events in a variety of subject areas for the benefit of the Village; and

WHEREAS, Section 32.03 of the Village Code states "the Village Commission shall be authorized to create by resolution, from time to time, such Advisory Boards as it deems reasonably necessary to assist it in furtherance of the general purpose listed herein and such specific purposes as may be then set by the Commission"; and

WHEREAS, Section 32.07 of the Village Code provides that "[a]ll Advisory Boards, unless specified elsewhere in the Code to the contrary, shall consist of five members. In accordance with § 6.01 of the Village Charter, to qualify to serve on an Advisory Board, an individual must be a resident of the Village, or owner of businesses located within the confines of the Village, or designee of such business owner"; and

WHEREAS, the Village Commission recognizes that successful youth advisory boards and commissions in other municipalities have a positive impact on civic engagement; and

WHEREAS, the Village Commission believes a youth advisory board can strengthen connections between local officials and younger constituents, ensuring policies reflect community needs; and

WHEREAS, the Village Commission desires to establish a Youth Advisory Board (the "Youth Advisory Board") to promote youth involvement, engagement, and education

in local government, and to provide opportunities for young residents to contribute their perspectives to the Village Commission; and

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

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

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

Section 2. Establishing Board. The Youth Advisory Board is hereby established with the following purposes and duties:

1) Purpose. The purpose of the Youth Advisory Board is to:
   a) Inform the Village Mayor and Commission with respect to developing programs, projects, and policies that promote youth civic engagement;
   b) Enhance community involvement;
   c) Foster increased youth involvement in local government; and
   d) Promote communication between the local youth population and Village policymakers.
2) Duties. The Youth Advisory Board shall have the following duties:
   a) Recommend policies or programs in furtherance of the board's stated purpose to the Village Commission or relevant departments;
   b) Recommend the implementation of community programs such as youth-centered events, workshops, town halls, or service days to improve the lives of youth;
   c) Provide fact-based feedback on municipal programs, ordinances, or proposals affecting Village youth; and
   d) Inform the Village of issues important to young residents.
3) Composition; Qualifications.
   a) The board shall consist of five members.
   b) In addition to the requirements of Section 32.07 of the Village Code, members of the Youth Advisory Board must meet the following qualifications to be appointed and remain as members: be 15 to 18 years of age and enrolled in 10th through 12th grade at the time of appointment.

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

Section 4. Effective Date. This Resolution shall be 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 Daro	_____

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.B

North Bay Village
Recommendation Memorandum

DATE: May 19, 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, CONFIRMING THE APPOINTMENT OF SANDRA SIEFKEN AS CHIEF FINANCIAL OFFICER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve a resolution confirming the appointment of Sandra Siefken as Chief Financial Officer.

BACKGROUND AND ANALYSIS

The proposed Resolution is for the Village Commission to confirm the appointment of Sandra Siefken as the Village Chief Finance Officer.

Section 4.01(G)(2) of the Village Charter provides that the Village Manager will submit appointments of new Department Directors to the Commission for confirmation.

It is recommended that the Village Commission approve a resolution confirming the appointment of Sandra Siefken as Chief Finance Officer.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name: Salaries & Benefits
GL Line-Item Number: 001-14-513-1200
Total Budget Allocated: $ 407,069
Encumbered Amount: 0
Amount Required: $78,000 thru September 30, 2026
Funds are covered by Salaries Savings.

PERSONNEL IMPACT
Chief Financial Officer

ATTACHMENTS
Resolution Confirming Sandra Siefkin as CFO.DOCX
S. Siefken Offer Letter.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, CONFIRMING THE APPOINTMENT OF SANDRA SIEFKEN AS CHIEF FINANCIAL OFFICER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the North Bay Village (the "Village") Manager extended an offer letter to Sandra Siefken to serve as the Village's Chief Financial Officer; and

WHEREAS, the Village Manager has recommended appointment of Sandra Siefken as the Village's Chief Financial Officer; and

WHEREAS, Section 4.01(G)(2) of the Village Charter provides that the Village Manager will submit appointments of new department directors to the Commission for confirmation; and

WHEREAS, the Village Commission desires to confirm the appointment of Sandra Siefken to serve as the Village's Chief Financial Officer; 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. Confirmation. That the Village Commission hereby confirms the appointment of Sandra Siefken to serve as the Village's Chief Financial Officer effective June 15, 2026.

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

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

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

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

PASSED AND ADOPTED on this 19th day of May, 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

Village Commission

Rachel Streitfeld, Esq.
Mayor

Goran Cuk
Vice Mayor

Dr. Richard Chervony
Commissioner

Andy Daro
Commissioner

Doris Acosta
Commissioner

Office of the Village Manager
Frank K. Rollason

Village Officials

Frank K. Rollason
Village Manager

Alba L. Chang
Village Clerk

Haydee S. Sera
Village Attorney

May 8, 2026

Sandra Siefken
7910 Harbor Island Drive.
Apt 603
North Bay Village, FL 33141

Re: Offer of Employment

Dear Ms. Siefken:

I am pleased to offer you a formal conditional offer of employment for the **full-time position of Chief Financial Officer** at North Bay Village. This conditional offer of employment shall be contingent upon successfully passing the pre-employment background screening. This is an exempt position with a one (1) year probationary period. The employment offer details are listed below for your review.

Position:	Chief Financial Officer
Reports to:	Jenice Rosado, Deputy Village Manager
Start Date:	June 12, 2026
Salary:	$185,000 annually ($88.94 hourly)
Cell Phone:	Village Issued Phone
Merit/Cost of Living:	As adopted in accordance with other Village Policies / annual budget (Tier 1 Director Benefits)
Retirement:	Florida Retirement System (FRS)
Life Insurance:	$300,000
Health Insurance:	100% Employee Only / 60% Dependent Coverage
Dental Insurance:	100% Employee Only / 60% Dependent Coverage
Vacation Leave:	20 days per year
Sick Leave:	16 days per year
Holidays:	10 Holidays + 3 Personal Days Per Year

Please be advised that nothing herein represents a contract of employment for any specific period of time as employment is "at-will"; compensation/benefit plans and organizational structures are subject to change over time.

We hope you accept our offer. We welcome you aboard to the NBV Team!

Respectfully,

Frank Rollason
Village Manager

Sandra Siefken
Employee Name

Employee Signature

5/8/2026
Date

1666 Kennedy Causeway Suite 300 • North Bay Village, FL 33141 • Tel: (305) 756-7171
www.northbayvillage-fl.gov

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Christina Viala, Chief Resilience Officer

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A RESILIENT FLORIDA GRANT PROGRAM AWARD IN THE AMOUNT OF $185,925.00 FOR THE VILLAGE'S ADAPTATION PLAN UPDATE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission authorize the Village Manager to execute Grant Agreement No. 26PLN27 with the Florida Department of Environmental Protection (DEP) for the Resilient Florida Program Planning Grant in the amount of $185,925.00 for the North Bay Village Adaptation Plan Update.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission approval to accept a Resilient Florida Grant in the amount of $185,925 for the Village Adaptation Plan Update.

North Bay Village previously completed a Vulnerability Assessment in 2022 and an Adaptation Plan in 2023 to identify climate-related risks such as tidal flooding, storm surge, drainage backflow, and sea level rise. Those efforts were primarily conceptual, focusing on high-level strategies and identifying critical assets without detailed engineering or implementation frameworks.

The Adaptation Plan Update, funded by the Resilient Florida Planning Grant, will advance these prior efforts into actionable, site-specific solutions. This update will incorporate detailed engineering analysis, including updated drainage modeling, seawall condition assessments, groundwater rise analysis, and extreme heat exposure mapping to refine risk projections. It will translate conceptual strategies into prioritized, cost-estimated projects with illustrative

renderings and preliminary Opinions of Probable Construction Cost. The update will also develop regulatory standards such as seawall elevation requirements, resilience incentives for private property, and integration with emergency management and post-disaster recovery plans. In addition, the project will create a public-facing interactive Resilience Dashboard to visualize vulnerabilities, adaptation strategies, and project prioritization for transparency and community engagement. Expanded outreach will ensure that priorities and sequencing of adaptation strategies reflect community input and equity considerations. This effort positions the Village to move from planning to implementation, making projects competitive for future state and federal resilience funding opportunities.

It is recommended that the Village Commission authorize the Village Manager to execute the grant agreement from the Florida Department of Environmental Protection Resilient Florida Program to support the Adaptation Plan Update.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

The Village will receive $185,925.00 in cost-reimbursement funding from the Florida Department of Environmental Protection's Resilient Florida Program to support the Adaptation Plan Update. No local match is required under the grant agreement.

PERSONNEL IMPACT

None

ATTACHMENTS

Resolution -FDEP Resilient Grant-Adaptation Plan Update.DOCX
Grant Agreement - Adaption Plan Update.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A RESILIENT FLORIDA GRANT PROGRAM AWARD IN THE AMOUNT OF $185,925.00 FOR THE VILLAGE'S ADAPTATION PLAN UPDATE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pursuant to Section 380.093, Florida Statutes, North Bay Village (the "Village") completed a Vulnerability Assessment and developed an Adaptation Plan with funding from the Florida Resilient Grant Program (the "Program") to identify climate-related risks such as tidal flooding, storm surge, drainage backflow, and sea level rise; and

WHEREAS, on March 12, 2024, the Village Commission adopted Resolution No. 2024-024, accepting the Vulnerability Assessment Report and Adaptation Plan (the "Adaptation Plan") prepared by the Village's consultant, BCC Engineering, LLC ("BCC"); and

WHEREAS, the Village wishes to update the Adaptation Plan to incorporate actionable, site-specific solutions aimed at improving the Village's resiliency infrastructure and emergency management and post-disaster recovery plans (the "Project"); and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") has awarded the Village a grant in the amount of $185,925.00 (the "Grant") for the Project; and

WHEREAS, the Village Commission desires to accept the Grant and authorize the Village Manager to execute the grant agreement with FDEP, in substantially the form attached hereto as Exhibit "A" (the "Agreement"); and

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

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

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

Section 2. **Grant Accepted.** That the Village Commission hereby accepts the Grant.

Section 3. **Authorization.** That the Village Manager is hereby authorized to execute the Agreement, including any required or related agreements, amendments, extensions, or documents that are required to implement the purposes of this Resolution and the Grant Agreement, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

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

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

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

PASSED AND ADOPTED on this ___ day of _____, 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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): North Bay Village Adaptation Plan Update
Agreement Number: 26PLN27

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: North Bay Village
Entity Type: Local Government
Grantee Address: 1666 Kennedy Causeway, Suite 300 North Bay Village, Florida 33141
FEID: 59-6000388
(Grantee)

3. Agreement Begin Date: 7/1/2025
Date of Expiration: 6/30/2028

4. Project Number: *(If different from Agreement Number)*
Project Location(s): Miami Dade County, Florida

Project Description: The project will complete an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The Project will include public outreach and stakeholder engagement.

5. Total Amount of Funding: $185,925.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	FY 25-26 GAA Line Item #1659	$ 185,925.00
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ 185,925.00

6. Department's Grant Manager
Name: Charles Neuhauser or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-2138
Email: Charles.Neuhauser@FloridaDEP.gov

Grantee's Grant Manager
Name: Annabelle Rodriguez or successor
Address: North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Phone: (305)756-7171
Email: mgamiotea@nbvillage.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☑ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification,	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

North Bay Village — **GRANTEE**

Grantee Name

By _____ 4/20/2026

(*Authorized Signature*) Date Signed

Frank Rollason, Interim Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ 04/24/2026

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Charles Neuhauser

DEP QC Reviewer, Stephanie Link

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 26PLN27

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is North Bay Village Adaptation Plan Update. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 26PLN27

ATTACHMENT 3

PROJECT TITLE: North Bay Village Adaptation Plan Update.

PROJECT LOCATION: The Project is located in North Bay Village within Miami-Dade County, Florida.

PROJECT DESCRIPTION:
North Bay Village (Grantee) will complete the North Bay Village Adaptation Plan Project (Project) to include an Adaptation Plan (AP) consistent with the Florida Adaptation Planning Guidebook. The plan will build on the Village's vulnerability and stormwater assessments and include updated technical analysis, adaptation needs and strategies, community prioritization, and a final plan with prioritized projects and policy recommendations. The Project will also include public outreach and stakeholder engagement.

TASKS AND DELIVERABLES:

Task 1: Draft Adaptation Needs and Strategies

Description: The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

Deliverables: The Grantee will provide the following:

- A draft AP.

Task 2: Community Prioritization of Adaptation Needs

Description: The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

Task 3: Final Adaptation Plan

Description: The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation. The plan will also include

recommended policies, financing and implementation strategies, and the design of a resilience monitoring framework, all developed at the planning level as part of the Adaptation Plan. Consistent with eligibility parameters, any activity associated with the operation or implementation of the monitoring framework is excluded from this proposed Task.

Deliverables: The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

Task 4: Public Outreach Meetings and Stakeholder Engagement

Description: The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**
  The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Steering Committee Meetings**
  The purpose of steering committee meetings is to oversee and assist a project from the management level. Steering committees may assist by reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

  The Grantee should coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process.

- **Public Outreach Meeting**
  The purpose of the meeting is to distribute results of the Vulnerability Assessment and allow the public to provide input during the initial planning stages, to include input on preferred methodologies and existing geographic, social, structural, and environmental conditions. Additionally, the Grantee will conduct exercises to encourage the public to prioritize the critical assets in preparation for the development of adaptation strategies and project development. The Grantee will prepare any desired social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

- **Public Presentation of the Final AP**
  The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media

notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **4.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **4.2 Steering Committee Meetings:** For each meeting, the agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, steering committee input, and outcomes.
- **4.3 Public Outreach Meeting:** The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **4.4 Public Presentation of Final AP:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the "Public Outreach Meetings and Stakeholder Engagement" and "Peril of Flood Compliance" tasks, if included. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

ADVANCE PAYMENT: For grant agreements for which full advance payment has been authorized and approved, the Grantee shall submit an invoice (i.e., payment request) to its Department Grant Manager for the expected cash needs for the initial three (3) month term of the agreement. Once the initial advance amount has been fully expended, the Grantee may request additional advance payments as needed, but no more frequently than quarterly. The Grantee shall submit all invoice documentation for each previously expended advance with each new payment request. All previous advance payment funds must be fully expended prior to initiating another request. Upon receipt of the advanced funds, the Exhibit E, Advanced Funds Expended and Interest Earned Memo, must be submitted to the Department on a quarterly basis in conjunction with the Exhibit A, Progress Report Form.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Draft Adaptation Needs and Strategies	Contractual Services	$132,950	$0	$132,950	7/1/2025	6/30/2027
2	Community Prioritization of Adaptation Needs	Contractual Services	$8,875	$0	$8,875	7/1/2025	9/30/2027
3	Final Adaptation Plan	Contractual Services	$14,000	$0	$14,000	7/1/2025	3/31/2028
4	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	$30,100	$0	$30,100	7/1/2025	3/31/2028
		Total:	**$185,925**	**$0**	**$185,925**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	$185,925.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$185,925.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
   If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Advance Payment Terms

Exhibit E

1. Advance Payments.

a. The Grantee shall submit a written request on letterhead to the Department explaining the need for the advance payment and why the advance payment is in the best interest of the State. If the advance payment requested is beyond the expected cash needs of the entity for the initial three months of the Agreement, the Grantee must also request a waiver of this requirement by submitting a written request with justification on letterhead to the Department. Advance payment is subject to written approval from the State's Chief Financial Officer (CFO) and the Department.

b. The CFO may identify additional requirements that must be met in order for advance payment to be authorized. If additional requirements are imposed by the CFO, the Grantee shall be notified, in writing, by the Department's Grant Manager regarding the additional requirements. Prior to releasing any advanced funds, the Grantee shall be required to provide a written acknowledgement to the Department's Grant Manager of the Grantee's acceptance of the additional requirements imposed by the CFO for release of the funds.

c. If advance payment is authorized, the Grantee shall report, on a quarterly basis in conjunction with the Progress Report as required under in this Agreement, the amount of funds expended during the reporting period, the Agreement expenditures to date, and interest earned during the quarter, and clearly indicate the method for repayment of the interest to the Department. Expenditures shall be documented in accordance with the requirements for reimbursement identified below. Interest earned and method of repayment shall be reported on the **Advance Payment – Interest Earned Memorandum, Exhibit E1** below.

d. The Grantee must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter or apply said interest income against the Department's obligation to pay, if applicable, under this Agreement. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

e. Unused funds, and interest accrued on any unused portion of advanced funds that has not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

f. If an advance payment is not approved by the CFO, the Grantee shall make its reimbursement requests in accordance with the reimbursement process described in Attachment 1, Standard Terms and Conditions.

EXHIBIT E1
Advanced Funds Expended and Interest Earned Memo

WHEN REPORTING OR REMITTING, PLEASE RETURN A COPY OF THIS REQUEST

TO: **Contract Manager Name**

FROM: Lydia L. Griffin, Bureau Chief
Bureau of Finance and Accounting

DATE: **MM/DD/YYYY**

SUBJECT: Advanced Funds for:
Agreement No.
Begin Date:

In accordance with Section 216.181(14)(b), Florida Statutes, the Department requires that advanced funds be deposited into an interest bearing account until all funds have been depleted. In order to update the status on the **unused portion of the advanced funds and/or interest due**, the following information is needed **no later than MM/DD/YYYY.**

Interest Due to DEP: Yes ☐ **No** ☐
(If No, Advanced Funds Recipient is required to report only the amount of Advanced Funds Expended or Returned to DEP.)

Project % of Completion as of **MM/DD/YY**: _____ Final Report: ☐ Yes or ☐ No

Project % of Completion as of **MM/DD/YY**: _____ Estimated Project Completion Date: _____

Initial advanced funds disbursed **MM/DD/YY** Cumulative amount of advanced funds $ _____

1 Advanced funds principal *expended* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

2 Advanced funds principal *returned* by contractor covering period of **MM/DD/YY to MM/DD/YY** $ _____

3 Advanced funds principal balance available on hand $ _____

4 Interest earned on advanced funds covering period of **MM/DD/YY to MM/DD/YY** $ _____

5 Amount of interest paid to DEP as of **MM/DD/YY** $ _____

6 Interest balance due to DEP as of **MM/DD/YY** $ _____

Project Management Certification:
By evidence of my signature below, the above information is true and correct. I have knowledge of the work performed and the advanced funds principal on hand is needed to complete the project(s) by the Estimated Project Completion Date.

DEP Grant Manager Printed Name

Advanced Funds Recipient Printed Name

DEP Grant Manager Signature Date

Advanced Funds Recipient Signature Date

DEP USE ONLY
Project Management Verification (please explain): _____

Thank you for your cooperation in providing the above information. If you have any questions, please contact the ***Contract Disbursements Section at (850) 245-2465,*** in the Bureau of Finance & Accounting.

INSTRUCTIONS TO COMPLETE THE ADVANCED FUNDS EXPENDED & INTEREST EARNED MEMO:

This form should be completed by the Advanced Funds Recipient in its entirety, signed and dated by the appropriate personnel and submitted each reporting period. Please ensure each field on the form is completed according to the guidance provided.

Percentage of Project Completion must be completed, indicating the percentage of progress for the current reporting period.

Estimated Project Completion Date must be completed, indicating the anticipated project completion date in the MM/DD/YYYY format.

The Final Report indicator (Yes or No) must be completed.

If the contract states that no interest is due, quarterly reporting of the expended advanced funds is still required. Lines 1, 2, and 3 must be completed.

In all cases the lines 1, 2, and 3 reported amounts are on a cash basis for the advanced funds principal. Do not include receivables, payables, or interest previously paid to DEP.

If the grant/contract requires quarterly accrued interest payments to DEP, the advanced funds recipient must complete lines 1 through 6 for each quarterly report. Payments of interest due to DEP shall be paid within the specifications of the grant/contract. Project Management Certification: This section is to be completed by the DEP Grant Manager and the Advanced Funds Recipient to certify that the information provided on this form is true and accurately reflects the status of the advanced funds received from the Department.

Project Management Verification: This section is to be completed by the DEP Grant Manager in providing the method used to verify that the information received from the Advanced Funds Recipient is true and accurately reflects the status of the advanced funds received from the Department.

EXHIBIT F

DEP AGREEMENT NO. 26PLN27

NORTH BAY VILLAGE ADAPTATION PLAN UPDATE

North Bay Village

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 26PLN27

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 26PLN27

Project Title: North Bay Village Adaptation Plan Update

Grantee: North Bay Village

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.



Grantee's Grant Manager Signature

Frank Rollason

Print Name

4/20/2026

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

North Bay Village is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Frank Rollason

Title: Village Manager

Signature:  Date: 4/20/2026

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH PFM FINANCIAL ADVISORS, LLC FOR FINANCIAL ADVISORY SERVICES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve an Agreement with PFM Financial Advisors, LLC for Financial Consulting Services.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's approval of a Professional Service Agreement with PFM Financial Advisors, LLC for Financial Consulting Services.

PFM Financial Advisors, LLC (PFM) has served as the Village's Financial Advisor since 2017, providing valuable advisory services in financial planning, budgeting, strategic planning, policy development, and debt issuance. With more than 40 years of public sector financial advisory experience, PFM is recognized as an industry leader in areas including General Obligation Bonds, Public-Private Partnerships, and long-term financial planning.

Highlights of the Scope of Services are as follows:

* Services related to the Financial Planning and Policy Development upon request of North Bay Village
* Services Related to Debt Transactions (Includes short-term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process.
* Services Related to Structured Products Transactions.

* Services Related to Investor Relations Advisory Services.

The proposed agreement provides for three additional one-year renewal terms under the same conditions. Also attached are Exhibits "A" and "B", which provide a detailed breakdown of the scope of services and related compensation.

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

It is recommended that the Village Commission approve the proposed resolution authorizing the Village to enter into a Professional Service Agreement with PFM Financial Advisors, LLC for Financial Consulting Services in an amount not to exceed budgeted funds.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Professional Services
GL Line-Item Number: 001-14-513-3160
Total Budget Allocated: $ 136,505
Encumbered Amount: 0
Amount Required: $ depends on the bond amount
Remaining Balance: $ 45,000

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution PFM Financial Advisors.DOCX
Exhibit A - PFM Agreement 2026.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH PFM FINANCIAL ADVISORS, LLC FOR FINANCIAL ADVISORY SERVICES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") requires certain financial advisory services (the "Services"); and

WHEREAS, PFM Financial Advisors, LLC (the "Consultant") has served as the Village's Financial Advisor since 2017, providing valuable advisory services in financial planning, budgeting, strategic planning, policy development, and debt issuance; and

WHEREAS, the Village's existing agreement with the Consultant has expired, and the Village desires to continue its engagement with the Consultant to perform the Services; and

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

WHEREAS, the Village Commission finds that Consultant, with more than forty (40) years of public sector financial advisory experience and recognized expertise in areas including general obligation bonds, public-private partnerships, and long-term financial planning, is uniquely qualified to continue providing such services to the Village, and that requiring competitive bidding or competitive proposals for the Services is not in the best interest of the Village; and

WHEREAS, pursuant to Section 36.25(L) of the Village Code, the Village Commission desires to approve the Professional Services Agreement attached hereto as Exhibit "A" (the "Agreement"), and authorize the Village Manager to execute the Agreement; and

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

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

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

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

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

Section 4. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Agreement with the Consultant in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

PFM FINACIAL ADVISORS LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2026 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and PFM Financial Advisors LLC, a Delaware Limited Liability Company authorized to do business in Florida (hereinafter, the "Consultant").

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

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

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

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

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

1. **Scope of Services.**

1.1. Consultant shall provide the Services set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services").

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

2. **Term/Commencement Date.**

2.1. The term of this Agreement shall be from the Effective Date through _____ thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for 3 additional 1 year periods on the same terms as set forth herein upon written notice to the Consultant.

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

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A."

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

4. Subconsultants.

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

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

5. Village's Responsibilities.

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

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

6. Consultant's Responsibilities; Representations and Warranties.

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

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

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

7. Conflict of Interest.

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

8. Termination.

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

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

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

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

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the

Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

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

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

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

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

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

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

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall

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

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

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

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

12. Indemnification.

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

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

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

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

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

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

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

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

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

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

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

destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

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

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

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

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

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

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

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

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

24. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

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

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

    24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit:

https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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

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

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

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

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

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

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

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

    30.1. First Priority: Base Agreement;

    30.2. Second Priority: Exhibit A – Scope of Services.

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

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

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

CONSULTANT

By: _____

Name: Sergio Masvidal

Title: Managing Director

Entity: PFM Financial Advisors LLC

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

Addresses for Notice:

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

With a copy to:

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

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services set forth herein shall collectively be referred to as the "Services." Specifically, Consultant's Services shall include, but not be limited to, the following:

1. Services related to the Financial Planning and Policy Development upon request of North Bay Village:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.

- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.

- Analyze future debt capacity to determine the Client's ability to raise future debt capital.

- Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.

- Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.

- Review the reports of accountants, independent engineers and other project feasibility consultants to assist the Client in determining whether such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.

- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating

and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.

- Conduct strategic modeling and planning and related consulting.

- Attend meetings with Client's staff, consultants and other professionals and the Client.

- Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.

- Assist the Client in preparing financial presentations for public hearings and/ or referendums.

- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.

- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.

- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.

- Advise as to the various financing alternatives available to the Client.

- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.

- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.

- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.

- Review underwriter's proposals and submit a written analysis of same to the Client.

- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.

- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.

- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.

- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents. In accordance with federal securities law regulations (Office of Municipal Securities), Client is responsible for the information included in the offering documents. Subject to Section VII above, PFM shall have no liability regarding such information's accuracy.

- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.

- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.

- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

The following services would be provided under separate agreement, including separate scope and compensation for each transaction, which will be determined based upon the scope and complexity of the work being performed.

3. Services Related to Structured Products Transactions may include upon request of Client, but not necessarily be limited to:

- Structuring and competitive procurement of refunding and/or cash defeasance escrows including analysis, development of written bid specifications, preparation of cash flow, yield, sufficiency, and other calculations as required by bond and tax counsel, the verification agent, and the Client, and coordination of the timely settlement of the securities, and providing records regarding the bidding process and pricing of the securities as required by bond/tax counsel and the Client.

- Analysis and coordination of initial and final subscriptions with the Bureau of the Fiscal Service, Special Investments Branch for State and Local Government Series (SLGS) securities and preparation of cash flow, yield, sufficiency, and other calculations as required by bond and tax counsel, the verification agent, and the Client. Monitoring of market conditions and consultation with the Client and its designated legal counsel and other advisors to determine if any changes to the investment strategy are warranted, as applicable. Provide advice, as applicable, regarding the timing of any SLGS redemptions and coordination with the Client's trustee or other designated agent to facilitate any such redemptions.

- Structuring and competitive procurement of fixed-income portfolios for bond proceeds accounts including, but not limited to, project funds, capitalized interest funds, debt service reserve funds, rate stabilization funds, and debt service funds including analysis, development of written bid specifications, preparation of cash flow, yield, sufficiency, and other calculations as required by bond and tax counsel, the verification agent, and the Client, coordination of the timely settlement of the securities, and providing records regarding the bidding process and pricing of the securities as required by bond/tax counsel and the Client. Such services can be provided on either a discrete or ongoing basis at the direction of the Client.

- Structuring and competitive procurement of structured investments including, but not limited to, guaranteed investment contracts and repurchase agreements, including development of written bid specifications, coordination of review of investment agreement terms, coordination of the execution and settlement of the agreement, and providing records regarding the bidding process and pricing of the agreement as required by bond/tax counsel and the Client.

4. Services Related to Investor Relations Advisory Services may include upon request of Client:

- Identify current bondholders, analyze trends, and define targets to expand and refine your investor base.
- Organize recurring activities, such as calls or investor days, to maintain engagement and address concerns.
- Analyze past orders and allocations to identify trends and enhance future strategies.
- Coordinate roadshows, calls, and responses to investor queries in collaboration with underwriters.
- Assist in selecting underwriters and aligning marketing plans with IR goals.
- Build and refine an investor database to improve communication and strategy.
- Evaluate order data, underwriter performance, and investor trends to guide future engagement.
- Improve your website with financial profiles, analytics, and EMMA site updates for better investor access.
- Provide tailored services and analytics based on market conditions and financing needs.

EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees (Competitive and Negotiated)

The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

Bond Size ($000)	Issuance Fee per $1,000*
1 – 100,000	$1.00
100,001 – 200,000	$0.75
>200,000	$0.50

* Based upon Bond Proceeds and is subject to a minimum fee of $15,000 per transaction.

2. Other Transaction Fees

Tax Anticipation Notes	60% of Fees above + Expenses
Bank Loan (< $30MM Bond Proceeds)	$25,000
Bank Loan (> $30MM Bond Proceeds, or involving a forward delivery agreement)	Per Transaction Fee Schedule above.

3. Hourly Project Fees (Non-Transaction Related)

PFM will not charge for general advice between financings. In the event the Client requests that PFM perform significant special projects (capital planning, creation of new financing programs like the installment sale concept, etc.), fees will be negotiated in advance of the project generally based upon the following hourly rates for the indicated levels of experience or their equivalents will apply. Additionally, in the event a financing is started, but cancelled at the Client's request, accrued time will be billed as follows:

Experience Level	Hourly Rate
Managing Director	$500.00
Director	$450.00
Senior Managing Consultant	$400.00
Senior Analyst	$300.00
Analyst	$250.00
Administrative Support	$75.00

EXHIBIT C
INSURANCE

Insurance Statement

PFM Financial Advisors LLC ("PFM") has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total $5 million single loss/ aggregate.

Our Professional/Cyber Liability policies are a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:
Automobile $100 comprehensive & $1,000 collision
General Liability $0
Professional (E&O)/ Cyber Liability $250,000
Crime $50,000

Insurance Company & AM Best Rating
Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)
Cyber Liability..... AIG Specialty Insurance Company (A; Stable)
Crime..... Berkley Regional Insurance Company; (A+; Stable)
General Liability..... The Phoenix Insurance Company; (A++ Stable)
Automobile Liability..... St. Paul Protective Insurance Company (A++ Stable)
Excess /Umbrella Liability..... Travelers Property Casualty Company of America; (A++ Stable)
Workers Compensation..... Travelers Casualty Ins Co of America; (A++ Stable)
& Employers Liability

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

04/27/2026 10:00 AM EDT

Witness #2 Print Name: _____ Entity Name: _____

Title: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

CYNTHIA SILVA
Notary Public - State of Florida
Commission # HH 603763
My Comm. Expires Nov 11, 2028

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

04/27/2026 10:03 AM EDT

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

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

E-VERIFY AFFIDAVIT

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

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

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

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

In the presence of:

Witness #1 Print Name: Omar Charbanou
04/27/2026 10:00 AM EDT
Witness #2 Print Name: Jacquelyn Bickerton

Signed, sealed and delivered by:

Print Name: Sergio Masvidal
Title: Managing Director
Entity Name: PFM Financial Advisors LLC

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 27th day of April, 2026, by Sergio Masvidal (name of person) as Managing Director (type of authority) for PFM Financial Advisors LLC (name of party on behalf of whom instrument is executed).

CYNTHIA SILVA
Notary Public - State of Florida
Commission # HH 603763
My Comm. Expires Nov 11, 2028

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

04/27/2026 10:03 AM EDT

Notary Public (Print, Stamp, or Type as Commissioned)
Cynthia Silva Commission HH603763 Exp. 11/12/2028

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
✓ Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

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

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

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

2. I am an officer or representative of PFM Financial Advisors LLC, a nongovernmental entity.

3. PFM Financial Advisors LLC does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Witness #1 Print Name: Omar Charbanou

Witness #2 Print Name: Jacquelyn Bickerton

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Sergio Masvidal
Title: Managing Director
Entity Name: PFM Financial Advisors LLC

OATH OR AFFIRMATION

State of Florida
County of Broward

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization, this 27th day of April, 20 26, by Sergio Masvidal (name of person) as Managing Director (type of authority) for PFM Financial Advisors LLC (name of party on behalf of whom instrument is executed).

CYNTHIA SILVA
Notary Public - State of Florida
Commission # HH 603763
My Comm. Expires Nov 11, 2028

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Notary Public (Print, Stamp, or Type as Commissioned)
Cynthia Silva Commission HH603763 Exp. 11/12/2028

✓ Personally known to me; or
____ Produced identification (Type of Identification: _____)
____ Did take an oath; or
✓ Did not take an oath

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 THE PURCHASE OF MULTI-FUNCTION DEVICES, COPIERS, AND RELATED SOFTWARE AND SERVICES FROM TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify the lease agreements with Toshiba America Business Solutions for copier equipment for office operations.

BACKGROUND AND ANALYSIS

It is recommended that the Village Commission ratify the lease agreement with Toshiba America Business Solutions for printing and copying equipment.

The proposed Resolution requests the Village Commission's approval to renew a lease with Toshiba America Business Solutions, using a piggyback contract with NASPO, to provide access to modern cost-effective printing solutions.

The proposed Lease Agreements include the following:

* Maintenance and service included for the term of the agreement
* Supply provisions (such as toner) are included
* Equipment replacement options at the end of the lease term only
* Monthly lease payments fixed term of 36 months with no increases.

1. Toshiba e-Studio 7527ACT (*Village Hall, Third Floor Main Office*) $353.10 monthly fee
2. Toshiba e-Studio 4525AC (*Police - Squad Room*) $180.00 monthly fee

3. Toshiba e-Studio 3525AC (*Police - 4th Floor*) $208.00 monthly fee

Pursuant to §36.25(J) of the Village Code "Piggy back" purchases. *A contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency. Suppliers or contractors within the State of Florida shall be considered first.*

It is recommended that the Village Commission ratify the lease agreements with Toshiba America Business Solutions for copying and printing equipment in an amount not to exceed budgeted funds.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Copy Machine Leases
GL Line-Item Number: #001-16-516-5215
Total Budget Allocated: $ 13,579
Encumbered Amount: $7,369
Amount Required: $ 4,603 thru September 2026
Remaining Balance: $ 11,942

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Toshiba Copiers Contract.DOCX
Toshiba - Memo.pdf
NASPO _toshiba.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PURCHASE OF MULTI-FUNCTION DEVICES, COPIERS, AND RELATED SOFTWARE AND SERVICES FROM TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") desires to authorize the expenditure of Village funds for the purchase of Multi-Function Devices, Copiers, and Related Software and Services (the "Equipment, Licenses, and Support") to support and facilitate the provision of the day-to-day operations of the Village; and

WHEREAS, the type of purchase contemplated by the Village for the Equipment, Licenses, and Support has been competitively bid and awarded by pursuant to State of Florida Contract No. 44100000-24-NASPO-ACS, Multi-Function Devices, Copiers, and Related Software and Services ("State Contract") with Toshiba America Business Solutions, Inc. ("Vendor"); and

WHEREAS, Section 36.25(J) of the Village Code of Ordinances (the "Code") provides that a contract may be awarded without sealed bidding upon a determination by the Village Manager that the purchase meets acceptability criteria and the supplier has been selected in a competitive process within the last 36-month period by another governmental entity or public agency; and

WHEREAS, the Village Commission finds that it is in the Village's best interest to purchase the Equipment, Licenses, and Support from the Vendor due to the advantageous competitive pricing offered by the Vendor; and

WHEREAS, pursuant to Section 36.25(J) of the Village Code, the Village Commission desires to authorize the Village Manager to purchase the Equipment, Licenses, and Support from the Vendor consistent with the terms and conditions of the State Contract and the Vendor's quote, attached hereto as "Exhibit "A" (the "Quote") and expend funds in an amount not to exceed budgeted funds; and

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

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

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

Section 2. Approval. That the Village Commission the purchase of the Equipment, Licenses, and Support.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to purchase the Equipment, Licenses, and Support consistent with the Quote attached hereto as Exhibit "A" and the terms and conditions of the State Contract, in an amount not to exceed budgeted funds, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the Village Commission hereby authorizes the Village Manager to execute any agreement, purchase order, or required documentation for the purchases described in this Resolution, subject to approval by the Village Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

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

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

PASSED AND ADOPTED on this __ day of May, 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

TOSHIBA

185 NW Spanish River Blvd
Suite 230
Boca Raton, FL 33431

MEMORANDUM

To: City of North Bay Village
From: Toshiba America Business Solutions
Date: April 1, 2026
Subject: Lease of Copier Equipment

This memorandum is to document and outline the terms and considerations regarding the lease of copier equipment for our office operations.

The proposed lease agreement includes the following key points:

- All pricing is under the Approved State of Florida/NASPO agreement
- Monthly lease payments over a fixed term of 36 months with no increases
- Maintenance and service included for the term of the agreement
- Supply provisions (such as toner) are included
- Equipment replacement options at the end of the lease term only

1. Toshiba e-Studio 7527ACT machine ID F95861
   36-month term $353.10
   Service and supplies included
   B/W copies $.005
   Color Copies .0315

2. Toshiba e-Studio 4525AC machine ID F95806
   36-month term $180.00
   Service and supplies included
   B/W copies $.0065
   Color copies $.037

3. Toshiba e-Studio 3525AC machine ID F95802
   36-month term $208.00
   Service and supplies included
   B/W copies .0073
   Color copies $.039

Orlando LaCalle
Government and Major Account representative
Toshiba America Business Solutions
305 753 5586
orlando.lacalle@tbs.toshiba.com

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

Alternate Contract Source (ACS)
No. 44100000-24-NASPO-ACS
For
Multi-Function Devices, Copiers, and Related Software and Services

This Alternate Contract Source No. 44100000-24-NASPO-ACS for Multi-Function Devices, Copiers, and Related Software and Services (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Toshiba America Business Solutions, Inc. (Contractor), located at 25530 Commercentre Drive, Lake Forest, CA 92630, collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the State of Colorado through NASPO, competitively procured multi-function devices and related software, services, and cloud solutions and executed Master Contract No. 188037, Multi-Function Devices and Related Software, Servies, and Cloud Solutions (Master Contract), with the Contractor;

WHEREAS, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Contract became effective August 1, 2024, and its term currently ends on July 31, 2026. The Master Contract has three (3) years of renewals available. The Contract will become effective on August 1, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on July 31, 2026 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C, and this Contract document constitute the

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

Participating Addendum to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This Contract document
b) Exhibit A: Additional Special Contract Conditions
c) Exhibit B: Special Contract Conditions
d) Exhibit C: Price Sheet
e) Exhibit D: Preferred Pricing Affidavit
f) Exhibit E: Master Contract (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:
Jeff Ballard
Toshiba America Business Solutions, Inc.
25530 Commercentre Drive
Lake Forest, CA 92630-8855
Telephone: (949) 462-6327
Email: TABS-NASPO@tabs.toshiba.com

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

TOSHIBA AMERICA BUSINESS SOLUTIONS, INC.

DocuSigned by:
Larry White
A6B11ECE7C8740D...

Larry White, President & CEO

8/5/2024 | 2:55 PM EDT

Date:

DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Pedro Allende
C94713929499485...

Pedro Allende, Secretary

8/7/2024 | 9:05 AM EDT

Date:

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A
ADDITIONAL SPECIAL CONTRACT CONDITIONS

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.

B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

   All Contractors and resellers authorized in the State of Florida are listed in the Contractor's Authorized Dealer List, which is available on the NASPO ValuePoint website, and in the Contractor's Authorized Resellers List, which is available on the DMS State Contracts and Agreements website, and are approved to accept orders and provide sales, service support, and invoicing to participants in the NASPO ValuePoint Master Contract. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Contract and this Participating Addendum.

C. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.

D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers (herein used interchangeably with "Purchasing Entity") under this Contract must have met the following requirements:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

E. The following Products and Services are included in this contract portfolio:
- Group A – MFD, A3
- Group B – MFD, A4
- Group D – Single-function Printers
- Group E – Large/Wide Format Equipment
- Group G – Software
- Group H – Consumable Supplies
- Group I - Managed Print Services (MPS)
- Sub-Group G1 – Software Related Services
- Sub-Group D1 – Specialty Printers
- Accessories for Discontinued Base Units
- Maintenance Services for new, remanufactured, refurbished, and legacy devices

F. Lease and Rental Agreements:

Lease and Rental Terms: Equipment leases and rentals are subject to the Terms and Conditions as set forth in the Master Contract and Toshiba America Business Solutions, Inc.'s applicable Supplemental Documents, which are attached to the Master Contract, unless otherwise agreed to by a Participating State or Entity; provided, however, that such leases or rentals shall not be subject to termination charges. To initiate a lease or rental, Purchasing Entity may issue a Purchase Order ("PO") and reference the type of lease or rental (FMV Lease, Straight Lease, Capital Lease, Short-Term Rental or Cancellable Rental) on the PO or may simply sign other transactional documents deemed acceptable to the parties, providing Contractor does not provide the Purchasing Entity with any documents (besides EULA's) that have not been approved by the Lead State.

Assignment: Contractor may assign, solely for financing purposes, upon written notification to and subsequent approval by the State of Florida, their right title and interest in and to: (i) the Products subject to the Lease Agreement; (ii) all payments and other amounts due and to become due thereunder with respect to the Products; and (iii) all rights and remedies under this Participating Addendum with respect to the Products, such payments and other amounts due. Any such assignment however, does not excuse Contractor from fulfilling their obligations outlined in the terms and conditions of either the NASPO ValuePoint Master Contract #188037 or the Participating Addendum. Contractor intends to assign, solely for financing purposes, rights as set forth immediately above and this paragraph constitutes the required written notification to the State of Florida.

All lease and rental programs must remain with the Contractor, Authorized Dealers, Contractor's leasing partners, or third-party financial institutions throughout the term of the agreement.

End of Term Notification: Contractor must notify a Purchasing Entity, in writing, of their End of Term options at least sixty (60) to ninety (90) days prior to the end of any Initial Lease or Rental Term. Such notification may include, but not be limited to, the following:

i. Any acquisition or return options, based on the type of lease or rental agreement;
ii. Any renewal options, if applicable; and/or
iii. Hard drive removal and surrender cost, if applicable.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

End of Term Options: If a Purchasing Entity desires to exercise a purchase, renewal, or return of the Equipment, it shall give Contractor at least thirty (30) days written notice prior to the expiration of such lease or rental term. Notwithstanding anything to the contrary, if Purchasing Entity fails to notify Contractor of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the Initial Lease or Rental Term shall be terminated on the date as stated in the Order and removal of the Product will be mutually arranged.

G. Product Installation & Invoicing: Unless otherwise agreed to by both parties, signing the delivery and acceptance ("D&A") certificate constitutes Acceptance of the Device(s) and allows Contractor to invoice for the Device(s). Failure to sign the D&A or reject the Device(s) within the foregoing five (5) day period shall be deemed as Acceptance by the Purchasing Entity.

   Contractor will provide timely billing and Purchasing Entity will notify Contractor, in writing, of any billing concern. In order for Contractor to generate accurate service invoices, Purchasing Entities shall provide meter reads within the Contractor(s) requested timeframe.

   Invoices that are generated without receiving the proper meter-read information from the Purchasing Entity will not be considered inaccurate.

   The Purchasing Entity shall provide written notice of any alleged invoicing issue(s) and the Contractor will be allowed a thirty (30) day cure period to address any such issue. Failure on the Contractors part to maintain accurate invoicing shall result in a $25.00 per instance credit on the following month's invoice.

H. Not Specifically Priced ("NSP") Open Market Items: Not Specifically Priced (NSP) items compliment or enhance the Products and/or Services offered under the resulting Master Contract, and may be purchased as a stand-alone option. NSP items will not include:
   i) Interactive White boards;
   ii) Computers, monitors, or other related items;
   iii) Fax machines;
   iv) Overhead Projectors; and
   v) Cameras.

   NSP items may only be acquired through the Contractor or their Authorized Dealers and must be reported quarterly with all other sales under the resulting Master Contract. NSP items must be priced at a minimum discount of 15% from MSRP or List Price. The maximum allowable amount of all NSP items in a single Order shall be determined by the Participating State or Entity.

I. Showroom Equipment: Upon request by a Purchasing Entity, showroom Equipment for Groups A and B may be converted to a purchase, lease, or rental providing the following conditions are met:
   a. The meter count on Group A and Group B Devices does not exceed 10,000 copies total (i.e. b&w and color combined); and
   b. The Device must be discounted by at least 5% off the Master Contract pricing for that same Device; and
   c. The Purchasing Entity and the Contractor must indicate on the Order that the Device is a showroom model.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

J. Software: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software. Software subscriptions shall not be subject to automatic renewals, unless otherwise agreed to in an Order. Purchasing Entities shall have the option to finance software subscriptions by utilizing Contractor lease and rental rates. Notwithstanding the foregoing, in the event of a conflict in language between an end user license agreement (EULA) and the Master Contract, the language in the Master Contract will supersede and control, unless otherwise agreed to by a Participating State or Entity. In addition, any language in a EULA which violates a Participating State's constitution or a statute of that state; or violates the laws of a local entity making a purchase, will be deemed void, and of no force or effect.

K. Maintenance Service Level Agreements: Purchasing Entities are subject to the Contractor's Standard Service Levels as outlined in the Master Contract, Contractor's Supplemental Documents, or as otherwise negotiated by the Participating State or Entity.

L. Managed Print Services ("MPS") Level Agreement: Purchasing Entities are subject to the Contractor's "Sample MPS Statement of Work" provided in Master Contract Attachment 10 (Toshiba's Sample MPS Statement of Work), or a similar format approved by both parties. Contractor may not provide MPS maintenance or repair Services on any Devices that are being leased or rented to a Purchasing Entity by another Manufacturer, unless they have a written agreement with the Manufacturer to do so. All MPS engagements shall require the Contractor and Purchasing Entity to complete a detailed statement of work, which must be approved by both parties prior to the initiation of any engagement.

M. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

non-catalog goods and services.

2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

N. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

O. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15th calendar day after the end of each month	$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

is required under this Contract.

P. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

   a. Contract compliance
   b. Contract savings (in dollar amount and cost avoidance)
   c. Spend reports by Customer
   d. Recommendations for improved compliance and performance

Q. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

Any order placed by a Purchasing Entity for a Product and/or Service available from this Master Contract shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Contract.

All orders should contain the following (1) "PO subject to NASPO ValuePoint Master Contract #188037 & State Contract #44100000-24-NASPO-ACS" (2) Purchaser's Address, Contact, & Phone-Number (3) Purchase order amount (4) Type of Lease or rental and monthly payment (5) Itemized list of accessories (6) Service program and rates (7) Attached SOW Template if applicable.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at:
https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:
https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Exhibit B

Table of Contents

SECTION 1. DEFINITION. 2

SECTION 2. CONTRACT TERM AND TERMINATION. 2

SECTION 3. PAYMENT AND FEES. 3

SECTION 4. CONTRACT MANAGEMENT. 4

SECTION 5. COMPLIANCE WITH LAWS. 6

SECTION 6. MISCELLANEOUS. 7

SECTION 7. LIABILITY AND INSURANCE 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY 10

SECTION 9. DATA SECURITY. 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS. 13

SECTION 11. CONTRACT MONITORING. 14

SECTION 12. CONTRACT AUDITS. 15

SECTION 13. BACKGROUND SCREENING AND SECURITY. 16

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department’s delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

Docusign Envelope ID: C0221E26-E3E4-4AC1-9E3E-D5C0C9D35C0D

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Steven Buckland, Public Works Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $186,127.50; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission ratify the expenditures to Jormak Equipment and Consulting Inc. in the amount of $186,127.50 for emergency utility system repairs.

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission ratification of emergency repairs performed by Jormak Equipment & Consulting in the amount of $186,127.50

In December 2025, Village staff responded to a broken water line on the causeway caused by a single-vehicle accident. Staff attempted to shut off the adjacent valve but discovered it was inoperable. The valve, which was buried underground, was previously unknown to staff prior to the incident. After multiple attempts to isolate the break, it was determined that the necessary isolation valves had never been installed, and the repair would require significant right-of-way excavation and restoration. Jormak Equipment and Consulting Inc. was engaged to complete the required repairs. The Village is pursuing reimbursement for these repair costs through the at-fault driver's insurance carrier.

In January 2026, during routine fire hydrant exercising, staff identified three hydrants with sheared shafts that rendered them inoperable. Jormak Equipment and Consulting Inc. was engaged to replace the damaged hydrants.

In April 2026, Village staff responded to a sewer lateral with severely restricted flow. Investigation revealed the lateral in the ROW was compromised and in need of replacement. Jormak Equipment and Consulting Inc. was engaged to replace the lateral, restoring proper flow for the affected home.

Staff consulted with the Village Manager on each of these repairs and was directed to proceed with the repairs.

Pursuant to §36.25 (I) Emergency procurements. *Notwithstanding any other provisions of this ordinance, the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances.*

It is recommended that the Village Commission ratify the expenditures to Jormak Equipment and Consulting Inc. in the amount of $186,127.50 for emergency utility system repairs.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

$186,127.50**Total Requested Amount:** $186,127.50

Expenditure of $18,500.00 was fully funded from the following account:

- Fund GL and Name: 430-35-535-4608 Repair & Maintenance Sewer Lines
Remaining Balance: $112,986.93

Expenditures of $129,927.50 and $37,700.00 were fully funded from the following account:

- Fund GL and Name: 430-31-533-4609 Repair & Maintenance Water Lines/Meters
Remaining Balance: $33,434.17

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution Ratifying Jormak Repairs.DOCX
Composite Exhibit A-Jormak.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AND APPROVING EMERGENCY REPAIRS PERFORMED BY JORMAK EQUIPMENT & CONSULTING, INC. IN THE AMOUNT OF $186,127.50; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 36.25(I) of the North Bay Village Code of Ordinances (the "Village Code") provides that the Village Manager may make emergency procurements of goods and services when there exists a threat to public health, welfare, or safety; and

WHEREAS, for the reasons set forth in the staff memorandum accompanying this resolution, the Village Commission desires to ratify and approve the emergency repair expenditures for a total amount of $186,127.50, as more particularly reflected in the invoices from the Contractor attached hereto as composite Exhibit "A" (the "Invoices"); and

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

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

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

Section 2. Ratification. That the Village Commission hereby ratifies and approves the expenditures for a total amount of $186,127.50, as more particularly reflected in the Invoices from the Contractor attached hereto as composite Exhibit "A."

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

Section 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 19th day of May, 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

COMPOSITE EXHIBIT "A"

INVOICE # 3-2026 FOR NBV HYDRANT REPLACEMENT

Jormak Equipment and Consulting Inc.

Street Address:	13070 SW 210 Terrace		
City, State, Zip:	Miami, Florida, 33177	**Phone**	7862825020
E-Mail	jorge@jormakequipment.com	**Fax**	
Project No:	N/A	**Cell**	7862825020
Project:	Replace fire hydrants		
Location:	Multiple cites		
County:	DADE		
Customer	North Bay Village		
Attention	Tim Smith		
Date	2/26/2026		

Contract Item	Description	Units/ Hrs.	Qty	Unit Price	Extension
1	Mobilization	LS	1	$0.00	$0.00
2	Excavation by way of vactruc due to heavy utilities	EA	3	$1,000.00	$3,000.00
3	Furnish and install jfire hydrants	EA	3	$9,500.00	$28,500.00
4	Furnish annd install Hydrant extensions	EA	3	$700.00	$2,100.00
5	Furnish and install 6-inch gate valve	EA	1	$2,000.00	$2,000.00
6	Sidewalk work	EA	3	$700.00	$2,100.00
				Grand Total	$37,700.00
	Emergency Repairs. Will require Commission Ratification				
	Three hydrants found inoperable while trying to isolate a section of water main				

APPROVED
By Steven Buckland at 3:38 pm, Mar 09, 2026

430-31-533-4609 Repair & Maintenance Water Lines/Meters

Invoice # 4-2026 For emergency repair on 79 street Causeway

Jormak Equipment and Consulting Inc.

Street Address:	13070 SW 210 Terrace		
City, State, Zip:	Miami, Florida, 33177	Phone	7862825020
E-Mail	jorge@jormakequipment.com	Fax	
Project No:	N/A	Cell	7862825020
Project:	Emergency repair on the 79 street Causeway		
Location:	Infront of City Hall		
County:	DADE		
Customer	North Bay Village		
Attention	Tim Smith		
Date	2/27/2026		

Contract Item	Description	Units/ Hrs.	Qty	Unit Price	Extension
1	Mobilization	EA	2	$5,000.00	$10,000.00
2	Preparation of the area and install of two 12-inch insta valves	EA	2	$35,000.00	$70,000.00
3	Cut existing 12-inch water line to make the repair using DIP pipe	LS	1	$14,500.00	$14,500.00
4	Flowable fill	LS	1	$3,000.00	$3,000.00
5	Temporary striping paint	LS	1	$1,500.00	$1,500.00
6	Thermo plastic paint	LS	1	$1,500.00	$1,500.00
7	MOT	LS	1	$3,500.00	$3,500.00
8	Road plates	LS	1	$1,500.00	$1,500.00
9	1 Truck of 57 stone	LS	1	$1,000.00	$1,000.00
10	Trench restoration asphalt only multiple sites	LS	1	$5,000.00	$5,000.00
11	Removal and disposal of all excavated material	LS	1	$2,000.00	$2,000.00
12	Milling and paving	SF	3,265	$3.50	$11,427.50
13	Excavate the first day attempt to make repair.	LS	1	$5,000.00	$5,000.00
				Grand Total	$129,927.50

Emergency Repair. Will Require Commission ratification

Damages caused by car accident.

APPROVED

By Steven Buckland at 3:44 pm, Mar 09, 2026

430-31-533-4609 Repair & Maintenance Water Lines/Meters

INVOICE # 5-2026 FOR NBV
EMERGENCY SEWER LATERAL

Jormak Equipment and Consulting Inc.

Street Address:	13070 SW 210 Terrace		
City, State, Zip:	Miami, Florida, 33177		
E-Mail	jorge@jormakequipment.com	Phone	7862825020
Project No:	N/A	Fax	
Project:	Emergency sewer lateral replacement	Cell	7862825020
Location:	1620 South Treasure Drive North Bay Village, Fl 33141		
County:	DADE		
Customer	North Bay Village		
Attention	Tim Smith		
Date	4/20/2026		

Contract Item	Description	Units/ Hrs.	Qty	Unit Price	Extension
1	Mobilization	LS	1		
2	Excavate and disposal of existing sewer lateral	LS	1		
3	Furnish and install 6-inch C-900 pipe and fittings	LS	1		
4	Backfill compaction and disposal of all the excess materials	LS	1		
5	Paving Restoration	LS	1		
6	Repair of sidewalk work	LS	1		
				Grand Total	$18,500.00

emergency
sewer lines repair
#430-35-535-4608

Tim Smith
4-28-26

APPROVED
Public Works Department
North Bay Village

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: May 19, 2026

TO: Planning and Zoning Board

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: **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.**

RECOMMENDATION

It is recommended that the Commission adopt the proposed Ordinance.

BACKGROUND AND ANALYSIS

See attached memo and proposed ordinance.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENT(S):

Memo - Agenda 2ndReading.DOCX
Ordinance Amending Chapters 8 and 11 and 15 - Sign Code - 05.19.26.docx
Exhibit A to Ordinance - 05.19.26.DOCX
Exhibit B to Ordinance - 05.19.26
Exhibit C to Ordinance - 05.19.26
BIE Sign Code Amendment - Posted 05.05.2026.pdf

Notice of Public Hearing - MDC Legal Ads 05.04.2026.pdf

Sign Code Update

Summary of code amendments

1. **Unifies sign regulations in Chapter 11 of the ULDC**

Today, Chapter 11 of the Village's Unified Land Development Code (ULDC) serves as the Village's sign code. Additional sign code regulations are found in Chapter 15 of the ULDC, relating to the transect zones, and Chapter 8, relating to zoning, specifically within the accessory use regulations. The proposed ordinance consolidates the sign regulations in a unified Chapter 11.

2. **Provides extensive legislative intent**

Section 11.1 is currently "Purpose." The proposed ordinance provides for an expanded Section 11.1 title and text to address the Village's intent, the scope of the regulations, as well as findings related to the Florida Constitution, Florida Statutes, County Code, the Village's Comprehensive Plan, case law, and the impacts of sign clutter. In addition, Section 11.1 provides specific information on the legislative intent and addresses how substitution and severability of provisions should be treated. For temporary signs, the legislative intent is currently presented under section 11.7(B). The intent language has been incorporated under 11.1 of the proposed ordinance.

3. **Reorganizes regulations and renames sections/titles for user ease**

   a. Existing Chapter 15 sign code regulations 15 have been reorganized within Chapter 11. This reorganization is intended to provide a unified set of sign code regulations in one Chapter.
   b. Existing district-specific regulations from Section 11.9 have been reorganized and consolidated under Section 11.4 of the proposed Ordinance. Accordingly, section 11.10 has been renumbered as 11.9.
   c. In addition, certain provisions of the existing sign regulations have been moved within Chapter 11 to place the regulations in more appropriate and obvious sections and subsections. For example, provisions from existing Section 11.9 relating to illuminated signs have been consolidated under the proposed Section 11.4.
   d. Provisions from Section 8.16.A.1.b.3.(c)-(f) have been moved to Chapter 11. *See* Exhibit C of Ordinance.

4. **Updates definitions**

Section 11.2 currently provides the definitions applicable to the Sign Code and additional definitions are provided in Chapter 15. While many of the existing definitions have been retained, Section 11.2 has been completely updated to provide for more accurate and

modern definitions. Like other sections of the sign code, the definitions have been reorganized.

Following the Planning and Zoning Board meeting, additional revisions were made to the definitions to: add the definition of an “intensely illuminated area” and consolidate the definition of freestanding sign and detached sign. Previously, the Village did not have a definition for freestanding signs, but one had been added for the Board’s review. After further review, the definitions have been consolidated to provide that a detached sign may also be referred to as a freestanding sign. The definition of mural has also been updated.

5. Provides illustrations of sign types

Currently there are no illustrations in Chapter 11. Existing Section 15.6.F of the ULDC, however, provides illustrations that are applicable across all zoning districts in the Village, including the transect zones. As part of the reorganization effort, the illustrations from Section 15.6.F of the ULDC have been moved to a new Section 11.2.5 of the ULDC. For the Planning and Zoning Board hearing, the illustrations were divided into two sections: 11.2.5.1 and 11.2.5.2 providing the temporary and permanent sign type illustrations, respectively. Following the hearing of the ordinance by the Planning and Zoning Board, the ordinance was amended to remove the distinction in the illustrations between temporary and permanent signs as sign types can sometimes be temporary and permanent. For example, a window sign may be temporary and permanent.

6. Planning and Zoning Board Recommendations

On March 4, 2026, the Board considered the ordinance and approved it with the following recommendations: 1) that the amortization for nonconforming signs be adjusted to provide that nonconforming signs that are five years or older, calculated from the date of final permit approval, will have 18 months from the ordinance’s adoption to come into compliance with the current regulations; and 2) that the Village consider adopting regulations prohibiting obscene content. These recommendations will be reviewed and prepared by the Village Attorney’s office prior to second reading.

7. First Reading by Village Commission

On March 17, 2026, the Village Commission considered the ordinance on first reading and approved it.

Between first and second reading, the ordinance has been updated to address the concerns raised by the Commission, which include revisions to nonconforming standards, murals, and provisions for additional signage during certain events.

TABLE OF CONTENTS
Chapter 11, Signs

Section

11.1 Intent, scope, findings, legislative intent, substitution, and severability
- **1. Intent**
- **2. Scope**
- **3. Findings**
  - A. Florida Constitution
  - B. Florida Statutes
  - C. Miami-Dade County Code
  - D. Village Comprehensive Plan
    - i. Future Land Use Element
    - ii. Transportation Element
    - iii. Housing Element
    - iv. Conservation Element
  - E. Caselaw
  - F. Impact of Sign Clutter
- **4. Specific Legislative Intent**
- **5. Substitution**
- **6. Severability**

11.2 Definitions
- "new" and reorganized Definitions

11.2.5 Sign Type Illustrations (previously located in 15.6.F.)
- Awning Sign
- Band Sign (syn. Wall Sign)
- Banner
- Canopy Sign
- Corner Sign
- Ground Sign
- Hanging Sign
- Marquee Sign
- Mural Sign
- Projecting Sign
- Sandwich (A-Frame)
- Window
- Yard Sign

11.3 Existing nonconforming signs; removal

11.4 Regulations and specifications
- **A. Sign Regulations, Generally**
- **B. Sign Regulations, By Sign Type**
  - **a. Band Signs**
  - **b. Wall Signs**
  - **c. Banner Signs**
  - **d. Corner Signs**
  - **e. Ground Signs**
  - **f. Marquee Signs**

g. Wayfinding Signs **h. Illuminated Signs** **i. Digital Technology Signs** **C. District Sign Regulations** (previously in 11.9) **i. Single-Family (RS-1, RS-2) Districts** **ii. Multifamily Residential (RM-40, RM-70) Districts** **iii. Commercial (CG) District** **iv. Transect Zones (T6-24, T6-30)** **D. Prohibited Signs** **i. Prohibited Signs – All Zoning Districts, including T6-24 and T6-30 Transect Zones** (previously some regulations were in 15.2.F.2.)
11.5 Sign Permits and Fees
11.6 Exempted Signs (Previously, the Village distinguished between exempted signs in the transect zones and elsewhere. After review, determined it should be consolidated under one category). **a. Exempted Signs – All Zoning Districts, including T6-24 and T6-30 Transect Zones**
11.7 Temporary Signs **A. Scope** **B. Duration** (previously 11.7.B was the purpose and intent for temporary signs. These legislative intent provisions have been reorganized under 11.1.4) **C. Permission** **D. Compliance** **E. Prohibition on lighting** **F. Exemptions from Permitting** (G through L have been added from other sections of the code)
11.8 Maintenance, Abandonment, and Removal of Signs
11.9 Variances to Sign regulations (this was previously 11.10)
11.10 Universal Design and American with Disabilities Act (ADA) Compliance (this is a new section)

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 11, "SIGNS," CHAPTER 15, "FORM BASED CODE," AND CHAPTER 8, "ZONING," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) 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.

WHEREAS, Article VIII of the State Constitution and Chapter 166, Florida Statutes, provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, North Bay Village (the "Village"), as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

WHEREAS, the Village Commission finds and determines that the land development code is required to regulate signs as provided by Section 163.3202(2)(f), Florida Statutes; and

WHEREAS, the Village Commission does not wish to censor speech, but rather to provide for the public welfare by regulating signage in the Village in a manner that enhances the aesthetics of the community, reduces visual pollution, provides clear information and minimizes distractions to drivers in the interests of traffic safety; and

WHEREAS, the Village Commission desires to modify and update its regulation of signs in order to respond to case law including *Reed v. Town of Gilbert*, 576 U.S. 155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) ("*Reed*"), and *City of Austin, Texas v. Reagan Nat'l Advert. of Austin, LLC*, 142 S. Ct. 1464 (2022) ("*Austin*"); and

WHEREAS, the Village finds and determines that the purpose and intent provisions of its signage regulations should be detailed so as to further describe the beneficial aesthetic, traffic safety, and other effects of the Village's sign regulations, and to reaffirm that the sign regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker; and

WHEREAS, various signs that serve as signage for particular land uses are based upon content-neutral criteria in recognition of the functions served by those land uses, and are not based upon any intent to favor any particular viewpoint or control the subject matter of public discourse; and

WHEREAS, the Village finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such as

newspaper advertising, internet advertising and communications, advertising in shoppers and pamphlets, advertising in telephone books, advertising on cable television, advertising on UHF and/or VHF television, advertising on AM and/or FM radio, advertising on satellite radio, advertising on internet radio, advertising via direct mail, and other avenues of communication available in the Village (*see State v. J & J Painting*, 167 N.J. Super. 384, 400 A.2d 1204, 1205 (Super. Ct. App. Div. 1979); *Board of Trustees of State University of New York v. Fox*, 492 U.S. 469, 477 (1989); *Green v. City of Raleigh*, 523 F.3d 293, 305-306 (4th Cir. 2007); *Naser Jewelers v. City of Concord*, 513 F.3d 27 (1st Cir. 2008); *Sullivan v. City of Augusta*, 511 F.3d 16, 43-44 (1st Cir. 2007); *La Tour v. City of Fayetteville*, 442 F.3d 1094, 1097 (8th Cir. 2006); and *Reed v. Town of Gilbert*, 587 F.3d 866, 980-981 (9th Cir. 2009)); and

WHEREAS, in *Reed*, the United States Supreme Court addressed the constitutionality of a local sign ordinance that had different criteria for different types of temporary noncommercial signs; and

WHEREAS, in *Reed*, Justice Alito in a concurring opinion joined in by Justices Kennedy and Sotomayer pointed out that municipalities still have the power to enact and enforce reasonable sign regulations; and

WHEREAS, Justice Alito further noted that in addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech (*see Pleasant Grove City v. Summum*, 555 U.S. 460, 467-469 (2009)), and that government entities may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots; and

WHEREAS, Justice Alito noted that the *Reed* decision, properly understood, will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives, including rules that distinguish between on-premises and off-premises signs; and

WHEREAS, under established Supreme Court precedent and Eleventh Circuit precedent, commercial speech may be subject to greater restrictions than noncommercial speech and that doctrine is true for both temporary signs as well as for permanent signs; and

WHEREAS, all of these findings pursuant to *Reed* and other prior caselaw have been reaffirmed and further reinforced by the *Austin* decision; and

WHEREAS, the Village finds and determines that a traffic control device, as defined herein, should be exempt from regulation under the Village's regulations for signage; and

WHEREAS, the Village finds and determines that the regulation of signs within the Village strongly contributes to the development and maintenance of a pleasing, visually attractive environment, and that these sign regulations are intended to enhance the environment and promote the continued well-being of the Village; and

WHEREAS, the Village finds and determines that the regulation of signage for purposes of aesthetics has long been recognized as advancing the public welfare; and

WHEREAS, the Village finds and determines that, as far back as 1954, the United States Supreme Court recognized that "the concept of the public welfare is broad and inclusive," that the values it represents are "spiritual as well as physical, aesthetic as well as monetary[,]" and that "[i]t is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled" (*Berman v. Parker*, 348 U.S. 26, 33 (1954)); and

WHEREAS, the Village finds and determines that aesthetics is a valid basis for zoning, and that the regulation of the size and appearance of signs and the prohibition of certain types of signs can be based upon aesthetic grounds alone as promoting the general welfare (*see Merritt v. Peters*, 65 So. 2d 861 (Fla. 1953); *Dade County v. Gould*, 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advertising Co. v. Metropolitan Dade County*, 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed*, 400 U.S. 878 (1970)); and

WHEREAS, the Village finds and determines that these sign regulations further the character and ambiance of the Village, and reflect its commitment to maintaining and improving an attractive environment; and

WHEREAS, the Village finds and determines that the beauty of the Village's natural and built environment has provided the foundation for the economic base of the Village's development, and that the Village's sign regulations help create an attractive residential community for its residents; and

WHEREAS, the Village finds and determines that the goals, objectives and policies of its plans over the years demonstrate a strong, long-term commitment to maintaining and improving the Village's attractive and visual environment; and

WHEREAS, the Village finds and determines that, from a planning perspective, one of the most important community goals is to define and protect aesthetic resources and community character; and

WHEREAS, the Village finds and determines that the purpose of the regulation of signs as set forth in this Ordinance is to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements; and

WHEREAS, the Village finds and determines that the sign regulations in this Ordinance are intended to lessen hazardous situations, confusion and visual clutter caused by proliferation, improper placement, illumination, animation and excessive height, area and bulk of signs which compete for the attention of pedestrian and vehicular/mobile traffic; and

WHEREAS, the Village finds and determines that these sign regulations are intended to protect the public from the dangers of unsafe signs; and

WHEREAS, the Village finds and determines that these sign regulations are intended to permit signs that are compatible with their surroundings and aid orientation, and to preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs; and

WHEREAS, the Village finds and determines that these sign regulations are intended to regulate signs in a manner so as to not interfere with, obstruct vision of or distract motorists, bicyclists or pedestrians; and

WHEREAS, the Village finds and determines that these sign regulations are intended to require signs to be constructed, installed and maintained in a safe and satisfactory manner; and

WHEREAS, the Village finds and determines that in meeting the purposes and goals established in these findings, it is appropriate to prohibit or to continue to prohibit certain sign types; and

WHEREAS, the Village finds and determines that the prohibition of the construction of billboards and certain other sign types, as well as the establishment and continuation of height, size and other standards for on-premise signs, is consistent with the policy set forth in the Florida Constitution that it shall be the policy of the state to conserve and protect its scenic beauty; and

WHEREAS, the Village finds that local governments may separately classify off-premise and on-premise advertising signs in taking steps to minimize visual pollution (*see City of Lake Wales v. Lamar Advertising Association of Lakeland Florida*, 414 So. 2d 1030, 1032 (Fla. 1982)); and

WHEREAS, the Village finds and determines that a prohibition on the erection of off-premise outdoor advertising signs will reduce the number of driver distractions and the number of aesthetic eyesores along the roadways of the Village (*see, e.g., E. B. Elliott Adv. Co. v. Metropolitan Dade County*, 425 F.2d 1141, 1154 (5th Cir. 1970), cert. denied, 400 U.S. 878 (1970)); and

WHEREAS, the Village finds and determines that in order to preserve, protect and promote the safety and general welfare of the residents of the Village, it is necessary to regulate off-premise advertising signs, so as to prohibit the construction of off-premise signs and billboards in all zoning districts, and to provide that the foregoing provisions shall be severable; and

WHEREAS, the Village hereby finds and determines that any object or message in close proximity to roadways which tends to distract the driver of a motor vehicle directly affects traffic safety, and that signs which divert the attention of the driver and occupants of motor vehicles from the highway and streets to objects away from it may reasonably be found to increase the danger of accidents, and agrees with the courts that have reached the same determination (*see In re Opinion of the Justice*s, 103 N.H. 268, 169 A.2d 762 (1961); and *Newman Signs, Inc. v. Hjelle*, 268 N.W.2d 741 (N.D.1978)); and

WHEREAS, the Village finds and determines that the Village has allowed noncommercial speech to appear wherever commercial speech appears; and the Village desires to continue that practice through the specific inclusion of a substitution clause that expressly allows non-commercial messages to be substituted for commercial messages (and non-commercial messages to be substituted for each other); and

WHEREAS, the Village finds and determines that, by confirming in this Ordinance that noncommercial messages are allowed wherever commercial messages are allowed, the Village will continue to overcome any constitutional objection that its ordinance

impermissibly favors commercial speech over noncommercial speech (*see Outdoor Systems, Inc. v. City of Lenexa*, 67 F. Supp. 2d 1231, 1236-1237 (D. Kan. 1999)); and

WHEREAS, the Village finds and determines that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be allowed to stand provided (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other, and (4) an act complete in itself remains after the valid provisions are stricken (*see, e.g*., *Waldrup v. Dugger*, 562 So. 2d 687 (Fla. 1990)); and

WHEREAS, the Village finds and determines that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause; and

WHEREAS, the Village finds and determines that the Village has consistently adopted and enacted severability provisions in connection with its ordinance provisions, and that the Village wishes to ensure that severability provisions apply to its regulations, including its sign regulations; and

WHEREAS, the Village finds and determines that the Code's severability clauses were adopted with the intent of upholding and sustaining as much of the Village's regulations, including its sign regulations, as possible in the event that any portion thereof (including any section, sentence, clause or phrase) be held invalid or unconstitutional by any court of competent jurisdiction; and

WHEREAS, the Village finds and determines that it has considered an ample record of its intention that the presence of a severability clause in connection with the Village's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any provision is invalid or unconstitutional for any reason whatsoever; and

WHEREAS, the Village finds and determines that it has considered an ample record that it intends that the height and size limitations on free-standing, ground, wall, and other signs continue in effect regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the Village's sign regulations, other provisions of the Code of Ordinances, or other laws, for any reason(s) whatsoever; and

WHEREAS, the Village finds and determines that it has considered an ample record that it intends that each prohibited sign-type continue in effect regardless of the invalidity or unconstitutionality of any, or even all, other provisions of the Village's sign regulations, other provisions of the Code of Ordinances, or other laws, for any reason(s) whatsoever; and

WHEREAS, the Village finds that it is in the best interest of the Village and its residents to amend Chapter 11, "Signs," Chapter 15, "Form-Based Code," and Chapter 8, "Zoning;" and

WHEREAS, the Village makes the detailed findings set forth in Section 11.1 of this Ordinance as to the purpose, scope and intent of the Village's sign regulations, and the substantial and compelling governmental interests that are advanced by these regulations; and

WHEREAS, the Village reiterates its desire that there be an ample and unequivocal record of its intention that the severability clauses it has adopted related to its sign regulations shall be applied to the maximum extent possible, even if less speech would result from a determination that any exceptions, limitations, variances, or other sign provisions are invalid or unconstitutional for any reason whatsoever; and

WHEREAS, in accordance with the requirements of Chapter 163, Florida Statutes, the Planning and Zoning Board, acting as the Local Planning Agency, reviewed the proposed Ordinance on March 4, 2026, and has determined that the proposed regulation is consistent with the Village's Comprehensive Plan; and

WHEREAS, the Village Commission conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, on _____, 2026, and _____, 2026, and after having received input from and participation by interested members of the public and staff, determined that this Ordinance is consistent with the Village's Comprehensive Plan and in the best interest of the public health, safety, and welfare.

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 Chapter 11 of the Village ULDC. That Chapter 11, "Signs" of the North Bay Village Unified Land Development Code is hereby amended to read as set forth in Exhibit "A", attached hereto.[1]

Section 3. Amending Chapter 15 of the Village ULDC. That Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code is hereby amended to read as set forth in Exhibit "B", attached hereto.[1]

Section 4. Amending Chapter 8 of the Village ULDC. That Chapter 8, "Zoning" of the North Bay Village Unified Land Development Code is hereby amended to read as set forth in Exhibit "C", attached hereto.[1]

Section 5. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

[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.

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. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon 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 Andy Daro _____

EXHIBIT "A"[1]

CHAPTER 11, SIGNS

§ 11.1 – ~~Purpose~~ Intent; scope; findings; legislative intent; substitution; and severability.

1. *Intent*. The purpose of these regulations is to create a legal framework for a comprehensive and balanced system of Street graphics and Signs and thereby to facilitate an easy and aesthetically pleasing communication between the public and their environment. With this purpose in mind, it is the intention of these regulations to authorize the use of street graphics and signs which are compatible with their surroundings; appropriate to the type of activity to which they pertain; expressive of the identity of individual proprietors or of the community as a whole; and legible in the environment in which they are seen.

2. *Scope*.

   A. The provisions of this Chapter shall govern the number, size, location, and aesthetic appearance of all signs which may be permitted either as a principal or accessory use under the terms of this Chapter. No signs shall be permitted on any property either as a principal or accessory use except in accordance with the provisions of this Chapter.

   B. This Chapter does not regulate Village signs on property owned by the Village, Miami-Dade County or the State of Florida, and does not regulate traffic control devices. Private signs on public property and rights of way are unauthorized, and subject to removal and disposal.

   C. In the event of any conflict between this Code and any declaration of covenants, bylaws, or other restrictions applying to any property within the Village, the language affording the more restrictive interpretation shall apply.

   D. The Village specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the Village to further these interests.

3. *Findings.* The Village Commission makes the following findings:

   A. *Florida Constitution*. Article II, Section 7 of the Florida Constitution provides that "[i]t shall be the policy of the state to conserve and protect its natural

[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.

resources and scenic beauty. . . ." A beautiful environment preserves and enhances the desirability of the Village as a place to live and to do business. Implementing the Florida Constitution is a compelling governmental interest.

B. *Florida Statutes*. Florida law require cities to adopt comprehensive plans and implement them through land development regulations (also known as zoning regulations) and approval of development orders that are consistent with the comprehensive plan. See Part II of Chapter 163, Florida Statutes. Florida law specifically requires that the Village adopt sign regulations. *See* Section 163.3202(2)(f), Florida Statutes. Complying with state law is a compelling governmental interest.

C. *Miami-Dade County Code*. Article VI of Chapter 33 of the Miami-Dade County Code, also known as the County Sign Code, provides minimum requirements that the Village is charged with enforcing within its territorial boundaries. The regulations in this Chapter 11 are consistent with the minimum requirements of the County Sign Code.

D. *Village Comprehensive Plan*. The Village is a diverse community with a wide range of land uses. Several goals, objectives, and policies of the Village's Comprehensive Plan require the Village to maintain its scenic beauty and traffic safety through its land development regulations and actions. Implementing the Village's Comprehensive Plan serves a compelling governmental interest. The Future Land Use, Transportation, Housing, and Conservation Elements of the Village's Comprehensive Plan call for sign regulation and prioritize aesthetics and traffic safety as follows:

i. Future Land Use Element:

a. 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.

b. 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.

c. Policy 2.2.1: Maintain and, as necessary, periodically upgrade the entry treatments and/or features at the Village's gateways, including, but not limited to installing aesthetically pleasing, distinctive signage, lighting and lush, sustainable tropical landscaping that reflect the community's branded identity and spirit.

d. Policy 2.2.4: The Village shall continue to enhance and strengthen the character and the identity of the Village through design criteria and a timetable for the improvement of street intersection elements and street furnishings. In addition, the Village shall continue to develop and implement mechanisms to address the nature and design of crosswalks, signage, benches, sidewalks (including widening, meandering and enhanced sidewalk accessibility), pavement and pavement markings, and other key elements of the public rights-of-way.

e. 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.

f. Policy 2.3.6: North Bay Village will maintain, as a particular area of attention in its planning program, a systematic review of the aesthetics and physical conditions between its boundary and those between unincorporated areas and other cities in an effort to improve the appearance of these areas and the compatibility and transition between the adjoining communities. Joint planning area agreements will be implemented if appropriate.

ii. Transportation Element:

a. Goal: Maintain the Village's existing traffic circulation system, which provides for the safe and efficient movement of people and goods through and within the Village.

b. Policy 3.2.2: As identified in the NBV100 Master Plan Vision for the Village, proper provisions for connectivity, safety, and multimodal transportation friendliness shall be ensured by requiring and improving pedestrian ways, the installation of bike paths and the installation of traffic calming devices.

c. Policy 3.3.2: The Village shall require all potential development or redevelopment projects to contribute to providing a safe, convenient, comfortable, and aesthetically pleasing transportation environment that promotes walking, cycling, and transit use. Appropriate improvements or enhancements to the multimodal network shall be required to mitigate any impacts as a condition of development approval.

d. Policy 3.6a.3: Ensure that buildings are oriented to provide pedestrians and bicyclists with easy access and a visually interesting environment that reduces perceived travel distances and increases the legibility of the bicycle and pedestrian network.

iii. Housing Element:

a. Policy 6.1.1: Review existing development regulations to ensure they promote long term sound housing and aesthetically pleasing neighborhood environments.

iv. Conservation Element:

a. Policy 9.4.45.1: The Village will enhance the Kennedy Causeway by requiring new development in their design and layout to enhance bay views, create signage at key entry points and add landscaping including water features.

E. Caselaw. In accordance with the U.S. Supreme Court's cases on sign regulation, the regulations in this Chapter are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the Village's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. These cases and their holdings include, but are not limited to:

i. *Reed v. Town of Gilbert*, 576 U.S. 576 U.S.155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic on noncommercial temporary signs;

ii. *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981) on the topic of commercial signs and off-premise signs;

iii. *City of Ladue v. Gilleo*, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;

iv. *Linmark Assocs., Inc. v. Township of Willingboro*, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;

v. *Burson v. Freeman*, 504 U.S. 191 (1992) on the topic of election signs near polling places;

vi. *Central Hudson Gas & Electric Corp. v. Public Service Commission*, 447 U.S. 557 (1980) on the topic of commercial speech;

vii. *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on public property;

viii. *City of Austin, Texas v. Reagan Nat'l Advert. of Austin, LLC*, 142 S. Ct. 1464 (2022) on the topic of off-premises sign regulation; and

ix. *Shurtleff v. City of Boston, Massachusetts*, 142 S. Ct. 1583, 1584 (2022) on the topic of commercial flags.

F. Impact of sign clutter. Excessive signage and sign clutter impair the legibility of the environment, and undermine the effectiveness of governmental signs, traffic control devices and other required signs (such as address, directional, directory, and identification signs) that are essential to identifying locations for the delivery of emergency services and other compelling governmental purposes. The intent of these sign regulations is to enhance the visual environment of the Village, ensure that Village residents, visitors and emergency responders can safely navigate through the Village to their intended destinations, and promote the continued well-being of the Village. It is therefore the purpose of this Chapter to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the Village through reasonable, consistent and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs and sign structures that are no more restrictive than necessary to achieve these governmental interests.

4. *Specific Legislative Intent*. More specifically, the Village's sign regulations are intended to:

i. Encourage the effective use of signs as a means of communication in the Village;

ii. Maintain and enhance the scenic beauty of the aesthetic environment and the Village's ability to attract sources of economic development and growth;

iii. Ensure all modes of pedestrian safety and traffic safety;

iv. Minimize the possible adverse effect of signs on nearby public property, public rights-of-way and private property;

v. Foster the integration of signs with architectural and landscape designs;

vi. Minimize hazardous conditions and lessen the confusion and visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, bulk, excessive sign height, and excessive sign area which compete for the attention of pedestrians, motorists, bicyclists, and vehicular traffic and are not necessary to aid in wayfinding;

vii. Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;

viii. Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the land uses, activities and functions to which they pertain;

ix. Curtail the size and number of signs to the minimum reasonably necessary to identify the location and the nature of a land use, and to allow smooth navigation to these locations;

x. Establish dimensional limits and placement criteria for signs that are legible and proportional to the size of the parcel and structure on which the sign is to be placed, or to which it pertains;

xi. Regulate signs so that they are effective in performing the function of identifying and safely directing pedestrian and vehicular traffic to a destination;

xii. Preclude signs from conflicting with the principal use of the parcel and adjoining parcels;

xiii. Regulate signs in a manner so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;

xiv. Except to the extent expressly preempted by state, Miami-Dade County or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;

xv. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the Village;

xvi. Allow traffic control devices consistent with national standards without regulation in this article, because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warnings and guidance needed for the safe, uniform and efficient operation of all modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;

xvii. Protect property values by precluding, to the maximum extent possible, signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

xviii. Protect property values by ensuring that the size, number and appearance of signs are in harmony with buildings, neighborhoods, structures, and conforming signs in the area;

xix. Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the Village and that complements the natural surroundings in recognition of the Village's reliance on its natural surroundings and beautification efforts as a source of economic advantage as an attractive place to live and work;

xx. Classify and categorize signs by type and zoning district;

xxi. Not regulate signs more than necessary to accomplish the compelling and important governmental objectives described herein;

xxii. Enable the fair and consistent enforcement of these sign regulations;

xxiii. Permit, regulate and encourage the use of signs with a scale, graphic character, and type of lighting compatible with buildings and uses in the area, so as to support and complement the goals, objectives and policies set forth in the Village’s Comprehensive Plan;

xxiv. Establish regulations for the design, erection and maintenance of signs for the purpose of ensuring equitable access to graphic communication, while maintaining a harmonious and aesthetically pleasing visual environment within the Village, recognizing that signs form an integral part of

architectural building and site design and require equal attention in their design, placement and construction; and

xxv. Provide for the unique signage needs of multi-tenant properties through the uniform signage plans that assure a consistent and cohesive appearance and enhance legibility of sign messages through their common design; and

xxvi. Provide an effective method to deter individuals and businesses from attaching unsightly and distracting signs to public structures within or adjacent to public rights of way; and

xxvii. Be considered the maximum standards allowed for signage, and regulate signs in a permissive manner so that any sign is not allowed unless expressly permitted and not expressly prohibited.

5. *Substitution*. It is not the intent of this Chapter to afford greater protection to commercial speech than to noncommercial speech. Any sign, display or device allowed under this Chapter may contain, in lieu of any other copy, any otherwise lawful noncommercial message that complies with all other requirements of this article. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this Chapter.

6. *Severability*.

i. The sections, paragraphs, sentences, clauses and phrases of this Chapter are severable, and if any phrase, clause, sentence, paragraph or section of this Chapter shall be declared unconstitutional or void or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Chapter.

ii. This subsection shall not be interpreted to limit the effect of subsection (1) above, or any other applicable severability provision in this Code or any adopting ordinance. The Village Commission specifically intends that severability shall be applied to sign regulations even if the result would be to allow less speech in the Village, whether by subjecting currently exempt signs to permitting or by some other means.

iii. This subsection shall not be interpreted to limit the effect of subsections (1) or (2) above, or any other applicable severability provision in this Code or any adopting ordinance. The Village Commission specifically intends that severability shall be applied to prohibited signs so that each of the prohibited sign types listed in the Village Code in Section 11-4 shall continue to be prohibited irrespective of whether another or any other sign prohibition is declared unconstitutional or invalid.

iv. This subsection shall not be interpreted to limit the effect of subsections (1), (2) or (3) above, or any other applicable severability provision in this Code or any adopting ordinance. The Village Commission specifically intends that severability shall be applied to section 11-XXX of the sign regulations so that if all or any of such provisions are declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the Village Commission intends that such declaration shall not affect any other prohibition on animated, flashing or off-premise signs in the aforesaid section.

§ 11.2 – Definitions

For the purpose of this ~~s~~Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~1. *Sign*. An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a Building, Structure, or land and which directs attention to a product, place, activity, person, institution, or business.~~

~~2. *Sign, accessory*. A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g.: credit card affiliations, brand symbols).~~

~~3. *Sign area*. The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, Mural background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.~~

~~4. *Sign area, multi-faced*. On any sign with more than one face, the maximum number of advertising surfaces visible from any location will be counted; provided, however, that all advertising surfaces of multi-faced signs shall be equal in size and height on all sides. If faces are different in size and height, each face is counted individually.~~

5. *Sign, detached*. A sign not attached to or painted on a building, but which is affixed to the ground. A sign attached to a flat surface such as a Fence or Wall, not a part of a building, shall be considered a detached sign.

6. *Sign, directional*. A sign indicating the direction or allocation of some service or facility to use, or indicating an instruction (e.g., "no trespassing").

7. *Sign, flat*. A sign erected parallel to the face of or erected or painted on the outside wall of any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.

8. *Sign, identification*. A sign which indicates the name of a use, owner, activity, business, or enterprise.

9. *Sign, outdoor advertising display* (character).
   A. *Activated sign*. Any sign which contains or uses for illumination any light, lighting device, or lights which change color, flash or alternate, or change the appearance of the sign or any part thereof automatically (for the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an "activated sign").

   B. *Animated sign*. Any sign upon which a character, letter, figure, or group or combination thereof, shows movement or motion to such an extent as to be readily detected.

   C. *Banner sign*. Any sign possessing characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind, either with or without frames.

   D. *Banners, streamers, spinners, and pennants*. Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point.

   E. *Beacon light*. Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.

   F. *Double-faced sign*. Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.

   G. *Flashing sign*. Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or are designed to cause a deliberate intensity change for the purpose of effecting attraction. Signs that alternately display only time and temperature are excluded from this definition.

10. *Sign, outdoor advertising display* (type). A sign which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line,

~~trademark, reading matter, or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever which is displayed in any manner out-of-doors. These shall include, but are not necessarily limited to, the following:~~

~~A. *Combination sign*. Any sign incorporating any combination of the features of ground, projecting, or roof signs.~~

~~B. *Fluorescent painted sign*. Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.~~

~~C. *Ground sign*. Any sign which is supported by uprights or braces in or upon the ground (also referred to as a "pole sign").~~

~~D. *Illuminated sign*. Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights, LEDs (light emitting diodes) or luminous tubes, whether or not the lights or tubes are a part of the sign proper.~~

~~E. *Marquee sign*. Any sign attached to or hung from a marquee. A "marquee" shall be known to mean a canopy or covered structure projecting from and supported by a Building, when such canopy or covered structure extends beyond the building, Building Line, or Property Line.~~

~~F. *Nonilluminated sign*. Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light-reflective surfaces.~~

~~G. *Projection sign*. Any sign other than a wall sign which projects from and is supported by a Wall, building, or overhang.~~

~~H. *Projected sign*. Any sign which is affixed to any building wall or Structure and extends beyond the building wall, structure, building line, or property line more than 18 inches.~~

~~I. *Real estate sign*. Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent the exact property on which the sign is placed.~~

~~J. *Roof sign*. Any sign which is fastened to and supported by or on the roof of a building, or which extends more than 12 inches above the highest flat roof, parapet, or eave line of a building.~~

~~K. *Sandwich sign*. Any sign which is either single- or double-faced, is portable, and may readily be moved from place to place.~~

~~L. *Shingle sign*. Any projection or Wall Sign not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.~~

M. *Snipe sign*. Any small sign of any material including paper, cardboard, wood, or metal, which is tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.

N. *Window sign*. Any sign located on or within one foot of the street window surface and which is intended to be viewed from the outside.

11. *Sign, outdoor advertising display* (usage).

A. *Changeable copy sign*. Any sign with a permanent, framed surface area principally devoted to and designed for changeable text information pertaining to entertainment, menu, prices, and the like.

B. *Directory sign*. Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, church *House of Worship* directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.

C. *Identification; individual entity*. Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor makes of record to the Building and Planning and Zoning Official a transfer (assignment) of all parts of his the computed eligibility to the lessee.

D. *Informational sign*. Any sign which contains any combination of directory, directional, and/or explanatory information.

E. *Sign information item*. Any syllable, group of numbers, initial, abbreviation, logo, or pictograph larger than three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.

12. *Outdoor advertising display: off-premises* (commercial advertising). Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located.

A. *Outdoor advertising display: premises*. Any sign advertising a product for sale or service to be rendered on the immediate premises where the sign is located.

B. *Point of purchase sign*. Any Structure, device, display board, screen, surface, or Wall with characters, letters, or illustrations placed thereto, thereon, or thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.

C. *Facade*. Any separate face of a building, including parapet walls or any part of

~~a building which encloses or covers usable space.~~

~~D. *Frontage*. That part of the building that faces a public thoroughfare.~~

~~*13. Sign, temporary*. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message on an existing lawful sign or sign structure.~~

~~*14. Window sign, permanent*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of identifying the proprietor or the name of the business to the passerby.~~

~~*15. Window sign, temporary*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or door or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business.~~

1. *Activated sign*. Any sign which contains or uses for illumination any light, lighting device, or lights which change color, flash or alternate, or change the appearance of the sign or any part thereof automatically (for the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an "activated sign").

2. *Animated sign*. Any sign upon which a character, letter, figure, or group or combination thereof, shows movement or motion to such an extent as to be readily detected.

3. *Awning Sign*. A sign painted on, printed on, or applied to an awning.

4. *Band Sign*. A type of Wall sign. See Wall Sign and Sign Band.

5. *Banner sign*. Any sign possessing characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind, either with or without frames.

6. *Beacon light*. Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.

7. *Billboard*. An outdoor advertising *sign* which directs attention to a business, product, commodity, service, entertainment venue, or facility not located, conducted, sold, or offered upon the premises where such sign is located, or which

calls public attention to a candidate, cause, or public issue and which may be either freestanding or mounted upon a *Building.*

8. Combination sign. Any sign incorporating any combination of the features of ground, projecting, or roof signs.

9. Changeable copy sign. Any sign with a permanent, framed surface area principally devoted to and designed for changeable text information with language other than the name of the business such as entertainment, menu, prices, and the like.

10. Commercial Message. Any logo, trademark, message, picture, or reference directing the viewer to a specific commercial product, brand, company, firm, or office.

11. Commercial Rental Sign. *See* Real Estate Sign.

12. Construction Sign. Nonilluminated Signs that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site. The term does not include construction mesh, which is regulated under Section 8.17.F of the North Bay Village Unified Land Development Code.

13. Digital technology (signs): Electronic technology that allows for changes to sign copy resulting from digital data input. Included in this technology are signs that use series of lights, including light emitting diodes (LED), fiber optics, or other similar technology.

14. Directory sign. Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, *House of Worship* directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.

15. Double-faced sign. Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.

16. Estate Sale Sign. A temporary sign advertising a home sale of household goods.

17. Facade. Any separate face of a building, including parapet walls or any part of a building which encloses or covers usable space.

18. Flashing sign. Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or

are designed to cause a deliberate intensity change for the purpose of effecting attraction. Signs that alternately display only time and temperature are excluded from this definition.

19. *Fluorescent painted sign*. Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.

20. *Freestanding sign*. Any sign which is contained or displayed on or as part of a freestanding structure not attached to any building, other structure, or object, including but not limited to ground, monument, and pylon signs.

21. *Frontage*. That part of the building that faces a public thoroughfare.

22. *Garage Sale Sign*. A temporary sign advertising a home sale of household goods.

23. *Hanging Sign*. A single or double-sided sign suspended from the underside of a canopy, awning, or *Structure* contained wholly underneath the overhead structure. May also be referred to as a "Suspended Sign."

24. *Ground sign*. Any sign which is supported by uprights or braces in or upon the ground (also referred to as a "pole sign").

25. *Identification; individual entity*. Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor makes of record to the Building and Planning and Zoning Official a transfer (assignment) of all parts of the computed eligibility to the lessee.

26. *Illuminated sign*. Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights, LEDs (light emitting diodes) or luminous tubes, whether or not the lights or tubes are a part of the sign proper.

27. *Inflatable Sign*. Any sign or sign structure or sign enclosure that is filled with air or otherwise erected through the power of air pressure.

28. *Informational sign*. Any sign which contains any combination of directory, directional, and/or explanatory information.

28.5 *Intensely illuminated area*. Any Sign with an average luminance exceeding 100 candelas per square meter (nits) from sunset to sunrise and designed to attract attention to a commercial activity or product.

29. *Marquee sign*. Any sign attached to or hung from a marquee. A "marquee" shall be known to mean a canopy or covered structure projecting from and supported by a Building, when such canopy or covered structure extends beyond the building, Building Line, or Property Line.

30. *Nonconforming Sign, Legal*. Any sign that has a valid permit and was erected prior to the effective date of the Code or any subsequent amendment hereto, to the provisions of which the sign does not conform.

31. *Nonilluminated sign*. Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light-reflective surfaces.

32. *Open House / Model Home Sign*. *See Real Estate Sign*.

33. *Outdoor advertising Sign: off-premises* (commercial advertising). Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located. *See Billboard*.

34. *Point of purchase sign*. Any Structure, device, display board, screen, surface, or Wall with characters, letters, or illustrations placed thereto, thereon, or thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.

35. *Projection sign*. Any sign other than a wall sign which projects from and is supported by a Wall, building, or overhang.

36. *Projected or Projecting sign*. Any sign which is affixed to any building wall or Structure and extends beyond the building wall, structure, building line, or property line more than 18 inches.

37. *Real estate sign*. Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent the exact property on which the sign is placed.

38. *Rental*. *See Real Estate Sign*.

39. *Roof sign*. Any sign which is fastened to and supported by or on the roof of a building, or which extends more than 12 inches above the highest flat roof, parapet, or eave line of a building.

40. *Sandwich sign*. Any sign which is either single- or double-faced, is portable, and may readily be moved from place to place. Also known as “A-Frame sign.”

41. *Shingle sign*. Any projection or Wall Sign not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.

42. *Sign*. An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a Building, Structure, or land, which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line, trademark, reading matter, or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, and which directs attention to a product, place, activity, person, institution, business, subject, person, firm, corporation, public performance, article, machine.

43. *Sign, abandoned.* A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least six (6) months.

44. *Sign, accessory*. A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g.: credit card affiliations, brand symbols).

45. *Sign area*. The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, Mural background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.

46. *Sign area, multi-faced*. On any sign with more than one face, the maximum number of advertising surfaces visible from any location will be counted; provided, however, that all advertising surfaces of multi-faced signs shall be equal in size and height on all sides. If faces are different in size and height, each face is counted individually.

47. *Sign band*. A horizontal component of a Shopfront to accommodate band signs located above transom and Shopfront windows and below the transition band.

48. *Sign, clearance*. The distance above the walkway, or other surface if specified, to the bottom edge of a Sign. This term can also refer to a horizontal clear distance between two objects.

49. *Sign copy*. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.

50. *Sign, detached*. Any sign that is contained or displayed on or as part of a freestanding structure (other than a building) which is affixed to the ground and that is not attached to or painted on any building. A sign attached to a flat surface such as a Fence or Wall, not a part of a building, shall be considered a detached sign. Other examples of detached signs include ground, monument, pole, and pylon signs. A detached sign may also be referred to as a "freestanding sign."

51. *Sign, directional*. A sign indicating the direction or allocation of some service or facility to use, or indicating an instruction (e.g., "no trespassing").

52. *Sign, electronic message center (EMC)*. A Sign, or portion thereof, that consists of electronically changeable alphanumeric text.

53. *Sign, flag*. A *Sign* printed or painted on a cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners. This definition shall include "feather flags" and "flutter flags."

54. *Sign, flat*. A sign erected parallel to the face of or erected or painted on the outside wall of any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.

55. *Sign, identification*. A sign that indicates the address, name, owner, or occupant of a Dwelling or Building.

56. *Sign information item*. Any syllable, group of numbers, initial, abbreviation, logo, or pictograph larger than three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.

57. *Sign, Mural*. Artwork applied to the wall of a Building that does not contain a commercial message. Artwork or text that contains a commercial message shall be considered a Wall Sign.

58. *Sign, temporary*. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The

term “temporary sign” shall not include any substitution of message on an existing lawful sign or sign structure.

59. *Snipe sign*. Any small sign of any material including paper, cardboard, wood, or metal, which is mounted to stakes, tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.

60. *Streamers*. Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point. *May also be referred to as “spinners” or “penants.”*

61. *Traffic control device.* Any sign located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard and as may be revised from time to time. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not be readily apparent), and guide signs (that show route destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information). These devices are not regulated as signs under this Chapter.

62. *Vacated Premise*. Any property or portion of property where the primary business or activity has been discontinued for a period of 180 days/months or closed.

63. *Wall Sign.* A sign erected against or painted on the wall of any Building, displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window, or door.

64. *Warning / Instructional Sign*. An on-premises sign regulating the use of the premises, such as a “no trespassing,” “no-hunting,” or “no soliciting” sign.

65. *Wayfinding Sign*. A sign or series of signs directing from point to point or confirming progress along a route to a destination.

66. *Window sign*. Any sign located on or within one foot of the street window surface and which is intended to be viewed from the outside.

67. *Window sign, permanent*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of identifying the proprietor or the name of the business to the passerby.

68. *Window sign, temporary*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window

or door or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business.

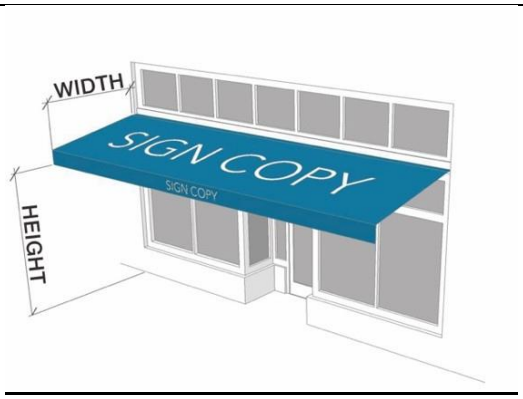
69. *Yard Sign*. A Freestanding Sign placed along a Property Frontage with a non-commercial message such as “Beware of Dog” or “Home Security”.

70. *Yard Sale Sign*. *See* Garage Sale Sign.

§ 11.2.5 – Sign Type Illustrations.

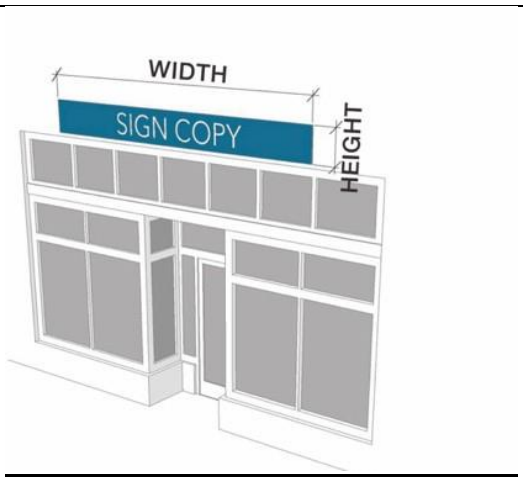
A. Awning Sign.





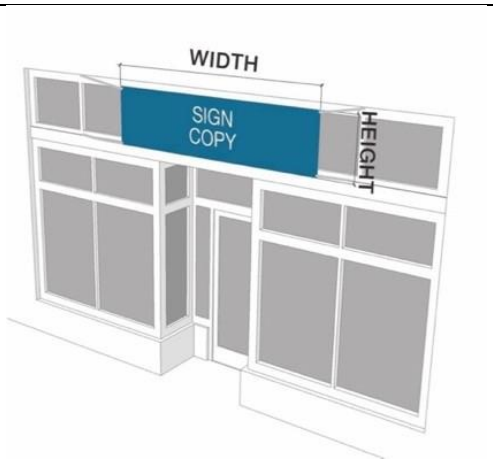
B. Band Sign (Syn. Wall Sign).



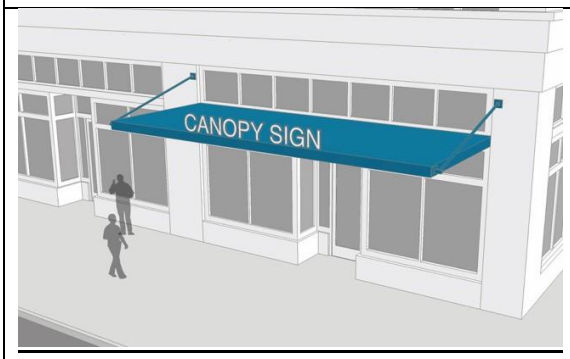


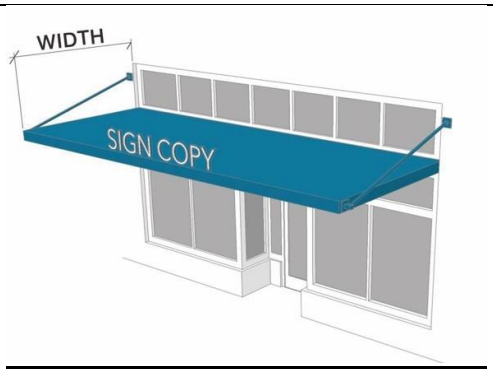
C. Banner Sign.





D. Canopy Sign.





705

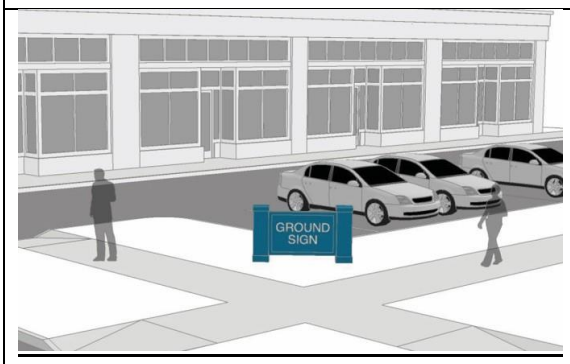
E. Corner Sign.

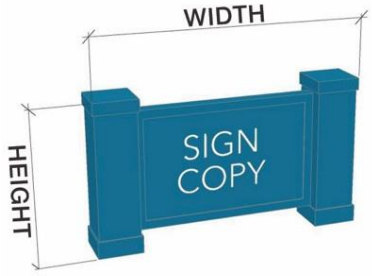




706

F. Ground Sign.

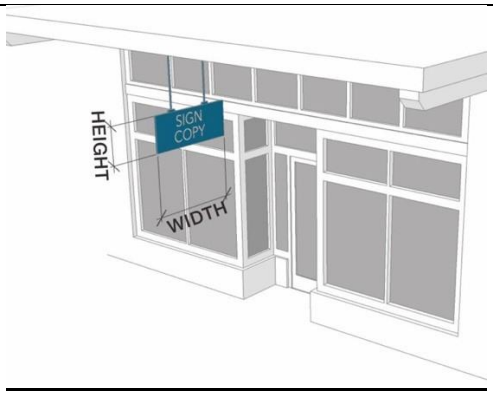




707

G. Hanging Sign.

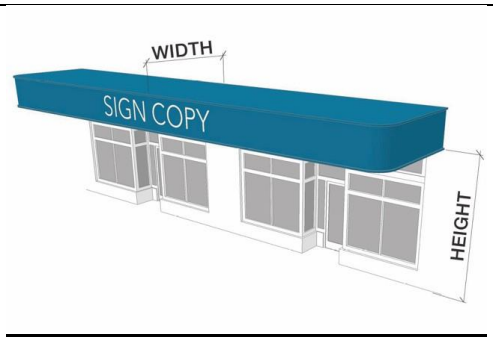




708

H. Marquee Sign.





709

I. Mural Sign.



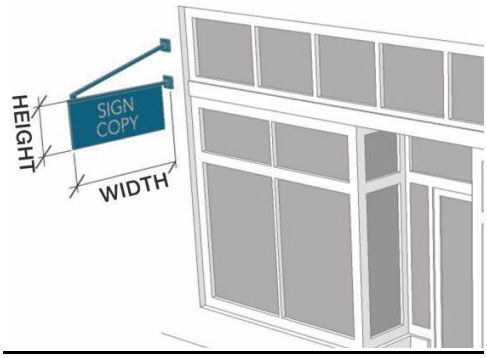


710

711

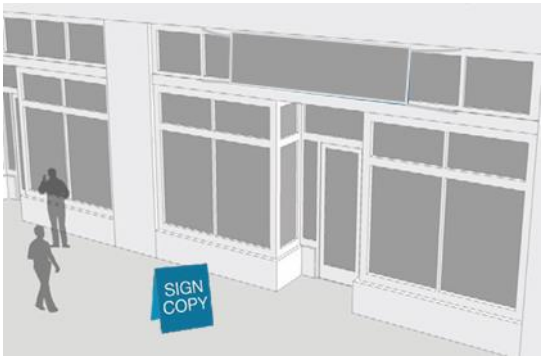
J. Projecting Sign.

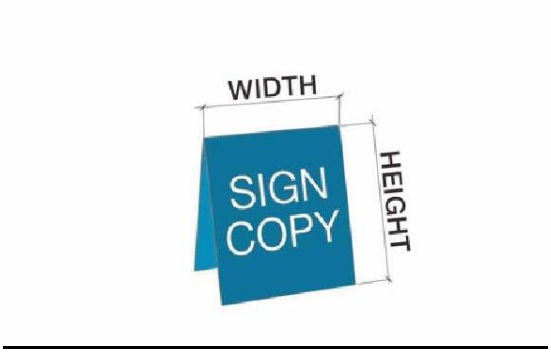




712

K. Sandwich Sign (Syn. A-Frame Sign.)

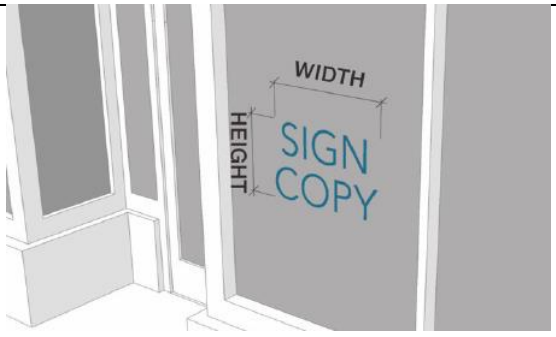




713

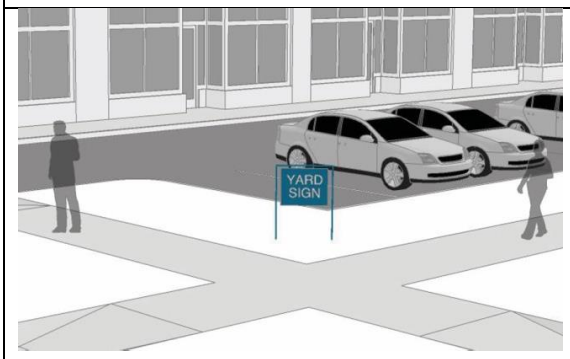
L. Window Sign.





714

M. Yard Sign.





§ 11.3 – Existing ~~N~~nonconforming ~~S~~signs, ~~R~~removal.

A. It is the intent of this ~~s~~Section to recognize that the eventual elimination of existing Legal Nonconforming Signs that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the Village as is the prohibition of new signs that would violate the provisions of these regulations. It is also the intent of this section that there shall not be any unreasonable invasion of established private property rights.

B. Any sign which is Legal N~~n~~onconforming shall adhere to these regulations within five years from [insert date of adoption of this ordinance] or be removed. However, the Village Commission may grant reprieve from this provision if the Village Commission determines that a particular sign has been in existence for at least 20 years and provides historical character to the community.

C. *Loss of legal non-conforming status.* A Legal Non-conforming sign shall immediately lose its Legal Non-conforming designation upon the occurrence of any one of the following:

(i) The sign is altered in any way that makes the sign less in compliance with the requirements of this Chapter than it was before the alteration, including updating the technology used in a sign (for example, by adding internal illumination to an unilluminated sign). For the purpose of this criterion, a sign shall not be considered to have been altered in the event of normal maintenance, or if the alteration is limited to the normal use of changeable copy signs or cabinet or other signs, where the message can be changed without altering the sign or sign structure;

(ii) The sign is relocated to a location, elevation, or orientation toward a right-of-way or public area that makes it less in compliance with the requirements

of this Chapter;

(iii) The sign is replaced or abandoned;

(iv) ~~Any~~ The sign, including the supporting Structure, now or hereafter existing, ~~which~~ advertises a business that is no longer conducted, or a product no longer sold., ~~shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, structure, or land upon which the sign may be found. Such removal shall be within 30 days after notification by the Building Official or other official as designated by the Village Manager.~~ or

(v) The property or unit upon which the sign is placed changes use, occupancy, or is redeveloped.

In the event that the Village Manager or designee determines that any one of the events listed in this subsection has occurred, then the sign shall be brought into compliance with this Chapter as soon as possible by securing a new permit or removing the sign within 30 days of being notified by the Village Manager or designee that the sign has lost its Legal Non-conforming designation. Failure to bring a sign into compliance as required by this subsection may be cited as a violation of the Code.

D. ~~Snipe signs and any illegally erected nonconforming sign shall be removed immediately~~.

E. A Legal N~~n~~onconforming sign once removed, either voluntarily or involuntarily, shall not be replaced except in conformity with all applicable provisions of this ULDC.

F. *Damaged or destroyed non-conforming signs.* If a Legal Nonconforming sign is damaged or destroyed by any means and the cost to repair the sign is 50% or more than the cost to replace it, the sign shall be removed and any replacement shall comply with this division.

G. *Increased Non-Conformity.* Legal non-conforming signs and sign structures shall not be enlarged, altered, or moved without the entire sign being brought into compliance with this Chapter. Any sign face that does not increase the degree of non-conformity on non-conforming signs may be replaced with valid building and sign permits, including replacement of lighting and electrical elements that do not alter the general technology of the sign.

H. *Illegal signs.* The allowances afforded Legal Nonconforming Signs under this section shall not be applicable to any sign for which no building permit or sign permit was ever issued when such permits were required at the time the sign was placed or erected; such signs are deemed illegal signs.

I. *Non-conforming sign maintenance.* Nothing in this section shall relieve the owner or user of a Legal Nonconforming sign or a nonconforming sign, or the owner of

the property on which the Legal Nonconforming sign is located, from required compliance with the provisions of this Chapter regarding safety, maintenance, and repair of signs, or removal of any on-premise sign if compliance cannot be achieved.

§ 11.4 – Regulations and ~~S~~specifications.

~~General regulations governing signs. For additional sign standards specific to the T6-24 and T6-30 transect zones, see Chapter 15, including Section 15.6.E, and 15.6.F.~~

A. Generally. Signs erected or maintained under the provisions of these regulations are subject to the following requirements:

1. Safety; Interference with the public.
    a. ~~The~~ A sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public Streets or sidewalks.

    ~~b. Safety requirements.~~
    ~~(1)~~ b. No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.

    ~~(2)~~ c. Intensely ~~lighted~~ illuminated areas ~~created~~ intended for the purpose of attracting attention to commercial establishments or activities may be regulated to ensure public safety. ~~sales attraction, may be considered to be distractive. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the Police Department and confirmed by the Village Commission.~~ The Police Department, in coordination with the Village Commission, may prohibit or restrict intensely illuminated areas within 100 feet of intersections, pedestrian crosswalks, or traffic control devices where such lighting could impair driver or pedestrian visibility or distract attention from necessary traffic controls.

    Any restrictions on illuminated displays must be based on documented evidence demonstrating a specific safety hazard, and the restriction must be the minimum necessary to mitigate the identified risk.

Appeals to any prohibition or restriction on illuminated displays may be brought before the Village Commission within 30 days of notice.

d. Avoidance of fire hazard. Weeds and trees shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.

e. Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a Building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.

2. Repair and maintenance. All signs must be kept in good condition or in state of equivalent quality to which was approved or required by the Village~~, neat appearance, and good state of repair~~. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.

3. ~~Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.~~ Clearance. Signs shall provide the following clearance:
   a. A minimum of nine (9) feet over pedestrian ways, except for signs on Awnings and Canopies.
   b. A minimum of thirteen and one half (13.5) feet over vehicular travel ways and parking aisles, except in parking structures.
   c. Signs located along streets shall be a minimum of five (5) feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

4. Imprint of owner's name. All signs requiring permits shall be marked with the owner's name, date, and number of the permit.

5. ~~Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a Building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.~~ Materials. Signs shall be made of durable, weather resistant materials.

6. Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbs tone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any Structure within the limits of any Streets within the Village.

7. Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the Right-of-Way of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right angle) relocations to the road R~~r~~ight-of-W~~w~~ay and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.

B. ~~*Regulations governing specific types signage*~~ *Requirements by Sign Type*.

1. Band Signs.
   a) Band signs may be located above tenant Shopfronts, below second Story windows, and beneath the Building cornice or coping.
   b) Band sign copy shall be at least 6 inches from building corners.
   c) Murals shall be considered Band Signs and subject to all Band Sign regulations if they contain a commercial message (i.e., advertising text and/or graphic elements). Notwithstanding the applicability of band sign regulations to Mural Signs, the provisions of Section 11.4(C)(4)(i)(l) shall apply to Murals containing a commercial message.
2. Banner Signs.
   a) Banner signs shall be made of flexible materials such as cloth, canvas, and vinyl.
   b) Banner signs may be hung on the side of a building or suspended from a portion of a building Structure.
3. Corner Signs.
   a) Corner signs are only permitted at building corners where each facade is along a street and may be illuminated in accordance with this section.
   b) Corner signs may extend up to six (6) feet above parapets.
4. Ground Signs.
   a) Ground signs are limited to the following locations:
      i. Forecourts and building or project entrances. Ground signs shall not be located within any sight triangle or on the public right of way.
      ii. Gateway and wayfinding directory ground signs shall be limited to main decision points such as development access points and intersections. Wayfinding signage for a development shall be designed and installed according to a cohesive, logical signage master plan to complement the project identity.
      iii. The bottom of a ground sign shall be within two (2) feet of sidewalk grade.
      iv. Ground signs shall be set back a minimum of ten (10) feet from property lines.
5. Marquee Signs. Marquee Signs may be used for lodging and movie theaters. The Village may permit marquee signs for other businesses upon request.

6. Wayfinding signs. Wayfinding signs shall be free standing and constructed using solid materials to prevent the sign from being destroyed or blown away.
7. Illuminated signs
    a) Internal sign illumination is limited to window, wall, and corner signs, as well as ground signs, including directory signs.
    b) Light sources shall be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent Streets, properties, or skyward.
    c) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of incandescent light and shall be cut off to minimize light pollution.
    d) Other light sources in illuminated signs shall include anti-light pollution technologies and features.
8. Digital Technology Signs.
    a) Digital Technology signs are permitted for use on ground signs for House of Worship and Place of Assembly facilities.
    b) Each image shall remain static for a minimum of eight seconds.
    c) Transitions shall be instantaneous, without intervening flashing, animation, or movement of any kind.
    d) Signs shall be equipped with automatic dimming and anti-light pollution technology.
    e) Signs shall not exceed 0.3-foot candles above ambient light measured at a distance of two hundred (200) feet.
    f) Digital Technology Signs shall otherwise comply with the limitations of Section 33-96 of the Miami-Dade County Code.

C. Sign Regulations by District and Transect

1. Single-Family Residential (RS-1, RS-2) Districts.

No sign will be allowed in these districts except the following, in addition to temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6:

i. An identification sign not exceeding one square foot in area, nonilluminated, to identify the owner or occupant of the Dwelling or Building.

2. Multifamily Residential (RM-40, RM-70) Districts.

No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7, or the exemptions allowed in Section 11.6:

i. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the Florida Building Code, shall also be permitted.

ii. A nonilluminated, flat, or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a Multifamily Dwelling,

group of multifamily dwellings, or the name of the Motel or Hotel. In the case of a detached sign, it shall not be located in any required rear or Side Yard setback area, nor closer than ten feet from the front Property Line, nor shall any part of the sign be more than ten feet above the ground.

iii. Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the Building.

iv. In the RM-70 multifamily residential district, external signs and display windows are permitted subject to the following regulations:

a. The signs shall not abut or face a public Right-of-Way and cannot be readable from the public right-of-way.

b. Such external signs shall be affixed flat against the Facade or Awning canopy of the commercial space occupied by the Nonresidential Use.

c. Such external signs shall not exceed in area ten percent (10%) of the area of the facade of the space occupied by the nonresidential space.

d. Such external signs shall be compatible as to materials, background, and style with all adjacent and contiguous nonresidential facilities with the overall design character of the Structure.

3. *Commercial (CG) District*.

No sign will be allowed in this district except the following, in addition to temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6:

i. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the Florida Building Code, shall also be permitted.

ii. A flat illuminated or nonilluminated sign, whether illuminated or nonilluminated, may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building Flat Sign is limited to 75 square feet, the maximum storefront sign shall not exceed 15 square feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first-floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one

Street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area.

a. All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required to maintain all permanent sign lettering and background in the same style and color. This requirement shall be included in lease agreements for the subject premises.

b. For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.

iii. A projection sign placed at an angle of 90 degrees from the building and clearing the sidewalk by eight (8) feet. It shall project no more than four (4) feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only, in which case there is no restriction on proximity.

All adjacent contiguous, retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.

iv. A detached illuminated or non-illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.

4. *T-6 24 and T6-30 Transect Zones*.

General. No sign will be allowed in this district except the following, in addition to temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6.

1011 **i. Sign restrictions table.**

Sign Type*	Period	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)	Max sign height	Max sign width	Location/ Clearance
a. **A-Frame (Syn sandwich board sign)**	B	1 per tenant	9 sf. each side	n/a	3 ft	3 ft	n/a
b. **Awning**	O	1 per sloping plane, plus 1 per valance	75% of sloping plane; 75% area of awning valance	16 in. on sloping plane; 8 in. on valance Limited to tenant's store name, logo, and/or address.	See Location/ Clearance	Shopfront width	8 ft min clear height
c. **Band** **(Syn. Wall sign)**	O	1 per frontage	3 sf. per linear ft. up to 80 sq. ft	18 in.	3 ft	Shopfront width	n/a
e. **Canopy**	P	1 per canopy	2 sf. per linear foot of shopfront	18 in.	18 in. above projection line	Shopfront width	8 ft min clear height
g. **Corner**	P	1 per building	40 sf. per frontage	75% of signable width and signable height or 10 in. max	3 ft	40% of shopfront width or wall width	n/a

				(whichever is lesser)			
h. **Directory/ Wayfinding**	P	1 per frontage	10 sf. each side	n/a	8 ft. (wall) 3 ft (ground)	4 ft.	Wall mounted or freestanding
i. **Freestanding; Ground**	P	1 per frontage	36 sf. each side 72 sf total	16 in	8 ft.	8 ft	6 ft
j. **Hanging (also known as Suspended)**	P	1 per tenant	6 sf. each side 12 sf total	12 in	3 ft	2 ft	8 ft clear height
k. **Marquee**	P	1 per entry	~~n/a~~ 15 sf. each side 30 sf. total	16 in.	50 ft.	4 ft 8 ft projection (max)	16 ft clear height
l. **Mural****	P	1 per frontage	1,500 sf	n/a	50 ft.	60 ft.	10 ft above ground min.
m. **Projecting**	P	1 per tenant	6 sf. each side 12 sf. total	n/a	36 in	36 in	8 ft clear height 4 ft projection max

Key:

P - Permanent; Signs do not require removal.

O - Occupancy; Signs must be removed within 7 days of the end of tenant occupancy.

B - Business; Signs must be removed when the business is closed.

*****Note: See *Section 11.2.* Definitions of Terms and *11.2.5,* Sign Types Illustrated Table.

** Art Murals – Art murals (i.e., murals not containing commercial messages or logos) are not subject to these limitations. In keeping with the character of the *Village*, it is suggested that murals be limited to themes depicting nature or the natural environment.

D. Prohibited signs ~~situations~~.

1. In all transect and zoning districts, the following sign types, features, and locations are prohibited:

a. ~~1(a)~~ Signs within or upon public property and rights-of-way.

b. ~~2(b)~~ Pole (ground) signs projecting over rights-of-way.

c. ~~3(c)~~ Flashing, activated, ~~and~~ moving, and animated signs.

d. ~~4.~~ Pennants, streamers, spinners, advertising balloons and all other fluttering, spinning, or similar type signs and advertising devices.
~~5.~~ Roof signs.

e. ~~6.~~ Snipe and sandwich signs.

f. Permanent signs located within a triangle measured 30 feet from the intersection along each right-of-way.

g. Signs located on property without prior authorization granted by the property owner, or in the case of public parks or any public property, without the permission of North Bay Village.

h. Signs attached to any traffic control sign, utility pole, street sign or tree, except for temporary signs installed by a government agency for public information or special events.

i. Signs that are mounted, attached or painted on a trailer, boat, or motor vehicle when parked, stored, or displayed conspicuously on private premises close to the public right-of-way or within public right-of-way in a manner intended to attract the attention of the public for advertising purposes.

j. Billboards and Outdoor Advertising Signs.

k. Inflatable signs.

l. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.

m. Any sign that simulates emergency lights on emergency vehicles, traffic-control signals or devices, directional, informational, or warning signs erected by a government, utility, or similar agency.

n. Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.

o. Any sign that is intended to be affected by wind including flags (other than those flags expressly permitted in Section 11.6), streamers,

pinwheels, feather signs, and balloons.

§ 11.5 – Sign ~~P~~permits and ~~F~~fees.

A. No sign shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this subchapter and in these regulations, until a permit has been issued by the Building Official or other official as designated by the Village Manager.

1. Before any permit is issued, an application, including written approval of the owner of the property, shall be filed, together with five sets of drawings or specifications (one set to be returned to the applicant upon disposition of the application) as may be necessary to fully advise and acquaint the Building Official or other official as designated by the Village Manager with the location, construction materials, manner of illuminating and securing or fastening, number of Signs applied for, and the wording of the sign or advertisement to be carried on the sign. For Buildings over three stories, the scale shall be 1/8″ = 1′ 0″. A separate scaled drawing shall be prepared at ½ = 1′ 0″ showing dimensions, sizes, colors, materials, and method of installation.

2. All signs which are electrically illuminated shall require a separate electrical permit and inspection. All signs shall be erected on or before the expiration of 60 days from the date of issuance of the permit; otherwise, the permit shall become null, and void and a new permit shall be required.

3. No sign, once approved, may be moved, or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition, or removal of a Sign.

B. The owner and/or tenant of the premises and the owner and/or erector of the sign shall be held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the Building Official or other official as designated by the Village Manager.

C. The Building Official or other official as designated by the Village Manager shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within ten days after receiving written notice of the violation. Removal of a sign by the Building Official or other official as designated by the Village Manager shall not affect any proceedings instituted prior to the removal of the sign.

D. Fees for sign permits shall be in accordance with the schedule adopted by ordinance, a copy of which is maintained in the office of the Building Official or other official as designated by the Village Manager.

§ 11.6 – Exempted ~~S~~signs.

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the ~~South~~ Florida Building Code and in accordance with Section 11.9. ~~See also Chapter 15, Section 15.2.F.~~

A. Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.

B. Changing of the copy of a bulletin board, poster board, display encasement, or marquee.

C. Temporary signs which meet the ~~criteria~~ standards of Section 11.7.

D. ~~National flags and flags of political subdivisions of the United States,~~Flags not intended to attract attention to a particular use of the property or product, including ~~N~~national flags and flags of political subdivisions of the United States, provided they do not exceed 50 square feet and that mounting of the flag adheres to Section ~~8.13(N)~~ 8.17(N).

E. Signs on a truck, bus, or other vehicle while in use in the normal course of business, provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.

F. In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, or roller curtain. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.

G. Signs posted by the Village.

H. Art murals

I. Traffic control device.

J. A sign located on a transit shelter provided that the Building Official determines that compliance with the Florida Building Code is not required.

K. Address signs that are non-illuminated, which indicates the address of the site, provided it does not exceed two (2) square feet in area.

L. A sign carried, held, worn, or operated by an individual person for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service, or product. A sign walker may also be referred to as a human sign.

M. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the Sign cannot be viewed from common property or public property

including but not limited to Streets, the Bay, the Island Walk, or Island Walk Public Access Walkways.

N. Holiday decorations, streamers, and similar, provided they do not result in an intensely illuminated area.

O. Any warning sign, non-advertising signs (e.g., “no trespassing,” “no dumping”), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four (4) square feet in copy area and is not illuminated.

P. Any special instruction sign (e.g., “open,” “closed,” “hours of business,” “no smoking”) provided any such sign does not exceed eight (8) square feet in copy area.

Q. Any memorial sign or commemorative plaque.

R. Any generic, architectural feature that is designed, integrated, and constructed as part of a Building.

S. Any sign which is integrated into or on a point-of-sale purchase display.

T. Any sign carried by a person.

§ 11.7 – Temporary ~~S~~s~~igns~~ ~~Permits~~

A. *Scope*.

Notwithstanding anything to the contrary in the Village’s Unified Land Development Code or in any other ordinance or code provision of the Village, the provisions of this section shall govern the regulation of temporary signs and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.

~~B. *Purpose and intent*.~~

~~It is the purpose of these sign regulations to promote the public health, safety, and general welfare through reasonable, consistent, and non-discriminatory standards for temporary signs. The temporary sign regulations are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the Village Commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible with the character of the Village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the Village’s goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, and~~

~~residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:~~

1. ~~Encourage the effective use of signs as a means of communication in the Village;~~
2. ~~Maintain and enhance the aesthetic environment and the Village's ability to attract sources of economic development and growth;~~
3. ~~Improve pedestrian and traffic safety;~~
4. ~~Minimize the possible adverse impact of temporary signs on nearby public and private property;~~
5. ~~Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;~~
6. ~~Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;~~
7. ~~Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;~~
8. ~~Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;~~
9. ~~Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the~~ Village~~;~~
10. ~~Protect property values by precluding, to the maximum extent possible, temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and~~
11. ~~Enable the fair and consistent enforcement of these temporary sign regulations.~~

~~C.~~ B. *Duration ~~for temporary signs~~.* If a temporary sign pertains to an event, except where otherwise set forth in this code, the temporary sign shall be removed no later than seven (7) days after the event is concluded. Political primaries or elections, for the purpose of these sign regulations, shall be treated as an event. If a temporary sign does not pertain to an event, the temporary sign shall be removed within and by no later than thirty (30) days after being erected.

C. ~~1.~~ Permission of owners. A temporary sign shall not be placed on any property without the permission of the property owner.

D. Compliance with code. Temporary signs shall meet applicable requirements of this Chapter relating to location, setbacks and structural requirements.

E. ~~2.~~ Prohibition of lighting. A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.

F. ~~3.~~ Exemptions from permitting. A temporary sign does not require a permit from the Village. However, if a building permit or other permit is required by this Chapter or any other applicable source of law, that law must be followed.

G. No placement on right-of-way or other public property. No temporary sign shall be placed on any public right-of-way or on property owned by the Village.

H. All "for sale," "for lease" or "for rent" signs shall be removed within seven (7) days after the sale, lease, or rental of the property has occurred.

I. Open house signs may only be installed the day before the open house and shall be removed the same day of the open house after its conclusion. In no case shall an open house sign be in place for more than 48 continuous hours.

J. "For sale," "for lease," "for rent" and open house signs may only be installed on the property to which they refer.

K. *Standards.*

1. *Temporary, non-commercial signs, year-round.* Within each Village Zoning District, temporary signs shall conform to the following criteria throughout the calendar year:

	Single Family Residential RS-1, RS-2	**Multi-Family RM-40, RM-70**	**Commercial CG**
Maximum Number of Signs Allowed Per ~~Parcel~~ ~~Frontage~~ Parcel	~~3~~1 3	~~3~~2 3	~~4~~2 4
Maximum Sign Area	3 sf	12 sf (RM-40)	40 sf

		20 sf (RM-70)	
Sign Height Maximum for a Freestanding Sign	4 ft	~~24~~10 ft 24 ft	~~24~~10 ft 24 ft
Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)	15 ft	24 ft	24 ft
Minimum Sign Setback for Ground Signs	2 ft	~~25 ft~~ 2 ft	~~25 ft~~ 2 ft
Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign)	15 ft	15 ft	15 ft
Maximum Aggregate ~~Maximum of Surface~~ Area ~~Allocated~~ for All Sign Messages	12 sf per frontage	~~120 sf per frontage~~ 120 sf per parcel	~~16~~ 40 sf per frontage

2. *Additional temporary non-commercial sign before an election.* A property owner may place additional temporary noncommercial sign(s) totaling no more than nine square feet on the parcel for a period of 90 days prior to an election affecting the parcel on which the sign(s) is (are) located.

3. *Additional temporary signs when a property is being offered for sale or lease.* One temporary sign per street frontage, totaling no more than three square feet, may be located on a parcel

(a) When that property is being offered for sale or lease through a licensed real estate agent; or

(b) If not offered for sale or lease through a licensed real estate agent, when the sign is owned by the property owner and that property is offered for sale by the owner; and

(c) For a period of seven days following the date on which a contract of sale has been executed.

4. *Additional temporary sign when a property being offered for sale or lease is open to the public.* One temporary sign, totaling no more than 216 square feet or 12" × 18", may be located on a lot on the day prior to and on the day when a property owner is

opening the property to the public.

5. *Additional temporary non-commercial event-related signs.* A property owner may place one additional temporary non-commercial sign related to an event on the lot, and must remove the sign within ten days following the event.

~~D~~L. ~~*Additional s*~~*Standards for temporary signs* in the T6-24 and T6-30 transect zones.

~~For additional~~ Temporary signs ~~standards~~ in the T6-24 and T6-30 transect zones~~, see~~ ~~Chapter 15~~ shall comply with the following.

Sign restrictions table.

Sign Type*	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)	Max sign height	Max sign width	Location/ Clearance
a. Banner	1 per event	Per NBV	Per NBV	Per NBV	Per NBV	Per NBV
b. Commercial Construction	1 per construction site	32 ft.	Per NBV	10 ft	6 ft	Min 15 ft from any other sign
c. Real Estate	1 per lot plus 1 per water frontage	12 sf. each side, 24 sf total	Per NBV	Per NBV	Per NBV	60 in. above grade (ground)
d. Open House	2 per event	3 sf. each side, 10 sf total	n/a	3 ft.	30 in. above grade	At least 12 feet from the edge of the thoroughfare pavement
e. Garage / Yard / Estate Sale, and Moving Signs	2 per lot	n/a	n/a	n/a	n/a	On private property
f. Window	1 per window	25% of glazed area	8 in	8 ft	3 ft	3 ft off ground min

g. Yard	1 per 50 feet of frontage	6 sf. each side	6 in	3 ft	3 ft	5 ft.
Construction Fence Sign	See Section 8.16.F	See Section 8.16.F	See Section 8.16.F	See Section 8.16.F	See Section 8.16.F	See Section 8.16.F

§ 11.8 – Maintenance, abandonment, and r~~R~~emoval of ~~S~~signs.

A. All signs must be maintained in a condition or quality to that which was originally approved by the Village or as required by the Village Code. Maintenance includes repair or replacement of damaged, deteriorated, or faded elements, including the sign face, structure, and lighting components, to preserve the approved appearance and functionality.

B. Any Sign ~~previously~~ associated with a V~~v~~acated P~~p~~remise shall be removed from the premises by either the owner or lessee not later than thirty (30) days from the time such activity ceases to exist.

C. If the property use is not reestablished or a new use is not established within two (2) years of vacancy and a replacement sign face conforming to this Code has not been installed, then the entire sign structure and mounting hardware shall be removed.

D. Any moveable signs shall be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.

~~§ 11.9 – District Sign Regulations.~~

~~A. *Single-Family Residential (RS-1, RS-2) Districts*.~~

~~No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6:~~

~~ii. A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the Dwelling or Building.~~

~~B. *Multifamily Residential (RM-40, RM-70) Districts*.~~

~~No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7, or the exemptions allowed in Section 11.6:~~

~~v. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.~~

~~vi. A nonilluminated, flat, or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a Multifamily Dwelling, group of~~

multifamily dwellings, or the name of the Motel or Hotel. In the case of a detached sign, it shall not be located in any required rear or Side Yard setback area, nor closer than ten feet from the front Property Line, nor shall any part of the sign be more than ten feet above the ground.

vii. Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the Building.

C. *Commercial (CG) District*.

No sign will be allowed in this district except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6:

1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.

2. A flat illuminated or nonilluminated sign may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building Storefront is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first-floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one Street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area.

    c. All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.

    d. For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.

3. For properties with bay frontage, an additional attached sign is allowed on the bayside façade not to exceed 10% of the façade area, with lettering not to

~~exceed 100 square feet.~~

~~4. A projection sign placed at an angle of 90 degrees from the building and clearing the sidewalk by eight feet. It shall project no more than four feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only, in which case there is no restriction on proximity.~~

~~All adjacent contiguous, retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.~~

~~5. A detached illuminated or non-illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.~~

~~D. *T-6 24 and T6-30 transect zones*.~~

~~For sign standards within the T6 transect zone, see Chapter 15, Section 15.2.F.~~

§ 11.~~10~~ 9 – Variances to sign regulations.

~~There might be instances in which relief from the strict requirements of the sign ordinance would result in improved planning or zoning and would benefit the community. The standards for granting the planning variance are:~~

Variances to these sign regulations may be granted pursuant to the procedures set forth in Chapters 4 and 7, except that the Planning and Zoning Board and the Village Commission shall apply the following criteria in lieu of the hardship variance criteria in Chapter 7:

A. The sign variance must relate to a particular piece of land;

B. The sign variance can be granted ~~without~~ provided there is no substantial detriment to the public good;

C. The benefits of the deviation ~~would~~ outweigh any detriment; ~~and,~~

D. The variance would not substantially impair the intent or purpose of the Village's Comprehensive Plan and/or Zoning Ordinance~~.~~ and,

E. The variance does not authorize an Outdoor Advertising Sign.

§ 11.10 – Universal Design and Americans with Disabilities Act (ADA) Compliance.

ADA-compliant signage is required in certain specific interior spaces and to identify or provide direction to certain rooms or spaces such as bathrooms, exits, and the like. Exterior signage may also be designed and installed per ADA standards.

In order to be considered ADA-compliant, signs need to be designed with a non-glare finish and high level of contrast, using specific font and character properties specified in the Americans with Disabilities Act. In addition, ADA-compliant signs must have corresponding Braille text and be mounted at certain locations (such as adjacent to a door) and at certain heights (no less than 48 inches and no more than 60 inches above the finished floor or ground surface).

ADA compliant signage may include Braille dots, visual characters, raised characters (also called tactile characters), and/or pictograms, depending on the area or room the sign is identifying.

EXHIBIT "B"[1]

Chapter 15 - FORM-BASED CODE

. . .

§ 15.2 - General to transect zones.

. . .

~~F. Sign Standards~~

1. ~~Exempted Signs. The signs specified in this section are exempt from signage regulations other than the regulations contained in this section. Exempted signs may be erected without a sign permit.~~

~~a. Changing copy, maintaining, or repainting a sign are exempt, provided structural and electrical changes are not made without a permit.~~

~~b. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the sign cannot be viewed from *Streets*, the *Bay*, the *Island Walk*, *Island Walk Public Access Walkways*, or common property.~~

~~c. Address and Residential Identification Signs.~~

~~(1) Any *Sign* identifying the street number of a Shopfront or commercial unit if hand painted on the transom window above the *Primary Entrance* door.~~

~~(2) Any identification sign at the entrance of a residential unit or affixed to a mailbox, such as a sign which bears only the street number, mailbox number, or name of the occupant of the premises.~~

~~d. Holiday Decorations. Holiday decorations, flags, streamers, and similar.~~

~~e. Flags. A flag of any nation, government, sports team, or nonprofit organization which is deployed from a permanent freestanding or wall-mounted flagpole or, with respect to the United States flag, in a manner acceptable for the display of the national ensign as set forth in the *U.S. Flag Code*, and adheres to *Section 8.13(N).*~~

~~f. Official Signs.~~

~~(1) Any sign erected by North Bay Village.~~

~~(2) Any sign erected by a government.~~

~~(3) Public utility and traffic signs.~~

~~g. Political Signs.~~

[1] 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.

~~(1) Political signs conforming with the following requirements do not require permits:~~

~~(2) Political signs are limited to 3 square feet and may not exceed 30 inches above grade.~~

~~(3) Political signs may be erected 25 days prior to an election and shall be removed within 7 days of the election.~~

~~(4) Up to three (3) signs total are allowed per residential lot, or per *Shopfront*, except at polling places. Of the three (3) sign signs permitted, no more than one sign is allowed per candidate or referendum item.~~

~~(5) See *Section 11.7* – Temporary Sign Permits for additional requirements.~~

~~h. Residential Construction Signs, subject to the following.~~

~~(1) Signage may only identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included.~~

~~(2) The contractor, the architect, and subcontractor are each allowed one (1) sign with a maxim area of four (4) square feet.~~

~~(3) Signs may only be erected after a building permit has been issued.~~

~~(4) Signage must be removed within five (5) days of the final inspection.~~

~~i. Residential Rental Signs~~

~~(1)~~ Only one sign may be attached to a single-family house or fastened to a ~~stake mounted in the yard and one additional sign may face a water frontage.~~

~~j. Warning and Instructional Signs.~~

~~(1) Any warning sign, non-advertising signs (e.g., "no trespassing," "no dumping"), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four (4) square feet in copy area and is not illuminated.~~

~~(2) Any special instruction sign (e.g., "open," "closed," "hours of business," "no smoking") provided any such sign does not exceed eight (8) square feet in copy area.~~

~~j. Miscellaneous Signs.~~

~~(1) Any memorial sign or commemorative plaque.~~

~~(2) Any generic, architectural feature that is designed, integrated, and constructed as part of a *Building*.~~

~~(3) Any sign which is integrated into or on a point-of-sale purchase display.~~

~~(4) Any sign carried by a person.~~

~~2. Prohibited Signs and Sign Locations.~~

~~a. *Billboards*.~~

~~b. Any sign advertising products or articles that are not manufactured, assembled, processed, repaired, or for services sold on the premises.~~

~~c. Snipe signs.~~

~~d. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.~~

~~e. Illuminated, Animated, Moveable, Flashing, or Inflatable Signs.~~

~~(1) Any sign that simulates emergency lights on emergency vehicles, traffic- control signals or devices, directional, informational, or warning signs erected by a government, utility, or similar agency.~~

~~(2) Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.~~

~~(3) Any sign that is wind or power operated including flags, streamers, pinwheels, and balloons.~~

~~g. No signs may be located in a way that causes a hazard to pedestrian or vehicular traffic.~~

~~(1) Temporary signs at street intersections are limited to thirty (30) inches in height within a triangle measured thirty (30) feet from the intersection along each *Right-of-Way.*~~

~~(2) No permanent sign may be located within a triangle measured thirty (30) feet from the intersection along each right-of-way.~~

~~3. Permitted Signs.~~

~~a. General.~~

~~(1) Signs shall conform with the following standards, as specified in *Section 15.6.E*. and illustrated in *Section 15.6.F.* for each of the following items.~~

~~(2) Sign type limitations by Zone.~~

~~(3) The height and area of the sign;~~

~~(4) The number of signs per site;~~

~~(5) The height of sign copy.~~

~~(6) Exterior signs shall be made of durable, weather resistant materials.~~

~~(7) A permit is required for all signs permitted under this section.~~

~~(8) No sign, once approved, may be moved, or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition.~~

~~b. Signs shall provide the following clearance:~~

~~(1) A minimum of (9) feet over pedestrian ways, except for signs on *Awnings* and *Canopies.*~~

~~(2) A minimum of thirteen and one half (13.5) feet over vehicular travel ways and parking aisles, except in parking structures.~~

~~(3) Signs located along streets shall be a minimum of two (2) feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.~~

~~c. Removal.~~

~~i. Signs shall be removed as specified in *Section 15.6.E*. Sign Restriction Table, and as follows:~~

~~(P) = Permanent; Signs do not require removal.~~

~~(O) = Occupancy; Signs shall be removed within 7 days of the end of tenant occupancy.~~

~~(B) Business = Signs shall be removed when the business is closed.~~

~~(T) Temporary = Signs shall be removed within the time period specified by sign type.~~

~~ii. Any moveable signs shall be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.~~

~~d. Sign Templates.~~

~~i. The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.~~

~~e. Illumination.~~

(1) Internal sign illumination is limited to window, and wall, signs within *Shopfronts.*

(2) Light sources shall be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent *Streets*, properties, or skyward.

(3) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of incandescent light and shall be cut off to minimize light pollution.

(4) Other light sources in illuminated signs shall include anti-light pollution technologies and features.

f. Electronic Message Center (EMC) Signs.

(1) EMC signs are permitted for use on ground signs for church *Worship* and *Place of Assembly* facilities.

(2) Each image shall remain static for a minimum of eight seconds.

(3) Transitions shall be instantaneous, without intervening flashing, animation, or movement of any kind.

(4) Signs shall be equipped with automatic dimming technology.

(5) Signs shall not exceed 0.3 foot candles above ambient light measured at a distance of two hundred (200) feet.

4. Requirements by Sign Type as described below and illustrated in *Section 15.6.F*.

a. Band Signs. (Syn. *Wall Signs*)

(1) Band signs may be located above tenant Shopfronts, below second *Story* windows, and beneath the *Building* cornice or coping.

(2) Band sign copy shall be at least 6 inches from building corners.

b. Banner Signs.

(1) Banner signs shall be made of flexible materials such as cloth, canvas, and vinyl.

(2) Banner signs may be hung on the side of a building or suspended from a portion of a building *Structure*.

c. Commercial Construction Signs subject to the following

(1) Signage may only identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included.

(2) The contractor, the architect, and subcontractor are each allowed one (1) sign with a maxim area of four (4) square feet.

(31) Signs may only be erected after a building permit has been issued.

(42) Signage must be removed within five (5) days of the final inspection.

d. Commercial Rental Signs.

(1) All commercial rental signs require NBV approval.

e. Corner Signs.

(1) Corner signs are only permitted at building corners where each facade is along a street.

(2) Corner signs may extend up to six (6) feet above parapets.

f. For Sale Signs.

(1) Signs shall be removed within seven (7) days of closing.

g. *Garage Sale*, *Yard Sale*, *Estate Sale*, and *Moving Signs*.

(1) Signs and stakes provided by the permitting and inspections department shall be used, limited to (5) signs per sale.

(2) Signs are valid for (10) days from the date of sale and shall not be reused.

(3) Signs may be erected (1) day prior to the sale and shall be removed within (5) hours of the end of the sale.

(4) Signs shall not be altered.

h. Ground Signs.

(1) Ground signs are limited to the following locations:

(a) Forecourts and building or project entrances. Ground signs shall not be located within any sight triangle or on the public right of way.

(b) Gateway and wayfinding directory ground signs shall be limited to main decision points such as development access points and intersections. Wayfinding signage for a development shall be designed and installed according to a cohesive, logical signage master plan to complement the project identity.

(2) The bottom of the sign shall be within (2) feet of sidewalk grade.

(3) Ground signs shall be set back a minimum of (10) feet from property lines.

i. Marquee Signs.

(1) *Marquee Signs* may be used for lodging and movie theaters. The *Village* may permit marquee signs for other businesses upon request.

j. Projecting Signs.

i. Projecting signs shall be erected on a wall of a building.

~~ii. Projecting signs may project up to 4 feet from the wall of the building on which it is erected.~~

~~k. Open House, Model Home~~*~~Portable Signs~~*~~.~~

~~(1) An annual permit is required.~~

~~(2) Signs shall be free standing on a stake or frame.~~

~~(3) The business name shall be identified on signs, 2 in. copy minimum.~~

~~(4)~~ The use of ~~Balloons, streamers,~~ and other types of decoration may not ~~be used~~ be prohibited~~.~~

~~(5) Signs are allowed for~~ three (3) ~~consecutive days in any one week.~~

~~(6) Up to~~ (4) ~~signs may be located off site.~~

~~l.Window Signs~~

~~(1) Window signs may be:~~

~~(a) Letters painted directly on the window;~~

~~(b) Hanging signs hung interior of the glass;~~

~~(c) Vinyl appliqué letters applied to the window, consisting of individual letters or graphics with no visible background.~~

~~m.Wayfinding signs shall be free standing and constructed using solid materials to prevent the sign from being destroyed or blown away.~~

. . .

~~G~~F. ~~*Special Area Plan.*~~

. . .

~~H~~G. ~~*Reserved.*~~

~~I~~H. ~~*Density and intensity calculations.* [Reserved].~~

~~J~~I. ~~*Sustainability.*~~

. . .

§ 15.4. Definitions.

This Section provides definitions for terms in Chapter 15, Form-Based Code that are technical in nature or that might not otherwise reflect a common usage of the word. Refer to *Chapter 3* for definitions of terms that are pertinent to other Chapters of this Code. If a term is not defined in this section or Chapter 3, the *Village Manager* or designee shall determine the definition of the term. If there is a conflict between Chapter 3 and this Section, this section shall take precedence. Refer to Chapter 11 for definitions and regulations for signs.

B. Definitions of Terms.

. . .

"A" Terms

~~*A-Frame Sign*. A type of freestanding, portable sign consisting of two faces connected and hinged at the top and whose message is targeted to pedestrians (also known as a sandwich board sign).~~

~~*Abandoned Sign*. A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least six (6) months.~~

. . .

~~*Address Plaque*. A small *Sign* mounted to the front or side of a *Building* at the pedestrian level, or dimensional letters mounted above the door, conveying the numerical street address of the building.~~

. . .

~~*Awning Sign*. A sign painted on, printed on, or applied to an awning.~~

. . .

"B" Terms

. . .

~~*Band Sign*. See *Wall Sign.*~~

~~*Banner Sign*. A *Sign* consisting of cloth, bunting, plastic, paper, or similar non-rigid material attached to a *Structure*, staff, pole, rope, wire, or framing which is anchored on two or more edges. Banners are temporary in nature and do not include flags.~~

. . .

~~*Billboard*. A *Sign* which directs attention to a business, product, commodity, service, entertainment venue, or facility not located, conducted, sold, or offered upon the premises where such sign is located, or which calls public attention to a candidate, cause, or public issue and which may be either freestanding or mounted upon a *Building.*~~

. . .

"C" Terms

~~*Canopy Sign*. A sign that is part of, or attached to, a canopy.~~

~~. . .~~

~~*Clearance*. The distance above the walkway, or other surface if specified, to the bottom edge of a *Sign*. This term can also refer to a horizontal clear distance between two objects.~~

. . .

~~*Commercial Rental Sign:* See *Real Estate Sign.*~~

. . .

~~*Construction Sign*. Nonilluminated *Sings* that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site. The term does not include construction mesh, which is regulated under *Section 8.17.F* of the North Bay Village Unified Land Development Code.~~

~~*Corner Sign*. A sign mounted perpendicularly from a *Building* edge along two frontages positioned at an equal degree to both frontages.~~

. . .

"D" Terms

. . .

~~*Directory Sign.* A sign type, whether wall-mounted or freestanding, which provides a listing of establishments within a building or series of buildings.~~

. . .

"E" Terms

. . .

~~*Electronic Message Center (EMC) Sign.* A *Sign,* or portion thereof, that consists of electronically changeable alphanumeric text.~~

. . .

~~*Estate Sale Sign*. A temporary sign advertising a home sale of household goods.~~

"F" Terms

. . .

~~*Flag Sign*. A *Sign* printed or painted on a cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners. This definition shall include "feather flags" and "flutter flags."~~

. . .

~~*For Sale Sign.* See *Real Estate Sign.*~~

. . .

"G" Terms

. . .

~~*Garage Sale Sign*. A temporary sign advertising a home sale of household goods.~~

. . .

"H" Terms

. . .

~~*Hanging Sign*. A single or double-sided sign suspended from the underside of a canopy, awning, or *Structure* contained wholly underneath the overhead structure.~~

"M" Terms

. . .

~~*Marquee Sign*. A *Sign* attached to a marquee~~

. . .

~~*Mural*. Artwork applied to the wall of a *Building*, which covers all or most of the *Wall*. Where a mural contains a commercial message, it shall be considered a *Wall Sign*.~~

"N" Terms

. . .

~~*Nonconforming Sign*. Any sign that has a valid permit and was erected prior to the effective date of the Code or any subsequent amendment hereto, to the provisions of which the sign does not conform.~~

"O" Terms

~~*Open House / Model Home Sign*. See *Real Estate Sign*.~~

"P" Terms

~~*Political Sign*. A sign advertising a candidate, political party, or position in connection with a local, state, or national election.~~

. . .

~~*Projecting Sign*. A building-mounted, double-sided sign which is mounted perpendicular to a *Building's Façade*.~~

"R" Terms

~~*Real Estate Sign*. A sign depicting sale or lease of a property on the premises of the property being advertised.~~

. . .

~~*Rental*. See *Real Estate Sign*.~~

. . .

~~*Residential Construction Sign*. See *Construction Sign*.~~

"S" Terms

. . .

~~*Sign*. Any writing, symbol, figure, representation, logo, emblem, flag, banner, device, letter, word, street clock or temperature announcement, which shall include any announcement, declaration, demonstration, display, illustration, name identification, description, or insignia, which is used to advertise or promote the interest of any person or firm when such representation is placed in view of the general public.~~

~~*Sign Band.* A horizontal component of a *Shopfront* to accommodate band signs located above transom and Shopfront windows and below the transition band.~~

~~*Sign Area*. The area of a sign shall mean the area of all lettering, wording, accompanying designs, logos, and symbols, together with the background on which they are displayed, whether open or enclosed. The area of a sign shall not include any supporting framework, bracing, or trim which is incidental to the display, provided that it does not contain any lettering, wording, or symbols. Where the sign consists of individual letters, designs, or symbols attached to a building, awning/canopy, wall, window, or freestanding structure, the area shall be that of the smallest rectangle which encompasses all of the letters, designs, and symbols.~~

~~*Sign Copy*. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.~~

. . .

~~*Snipe Sign*. A sign attached to a tree, pole, stake, *Fence,* public bench, streetlight, or other object, placed on public property, in the public right-of-way or on private property without the permission of the property owner (also known as a bandit sign).~~

. . .

"W" Terms

~~*Wall Sign*. A sign erected against or painted on the wall of any *Building,* displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window, or door.~~

~~*Warning / Instructional Sign*. An on-premises sign regulating the use of the premises, such as a "no trespassing," "no-hunting," or "no soliciting" sign.~~

~~*Wayfinding Sign*. A sign or series of signs directing from point to point or confirming progress along a route to a destination.~~

~~*Window Sign*. A sign that is applied, painted, or affixed to a window, or placed inside a window, within three (3) feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material without lettering behind a store window are not considered signs.~~

. . .

"Y" Terms

~~*Yard Sale Sign*. See *Garage Sale Sign.*~~

~~*Yard Sign*. A freestanding sign placed along a *Property Frontage.*~~

. . .

§ 15.6.E ~~Sign Restrictions Table~~ Reserved.

~~Sign Type*~~	~~Period~~	~~Number of Signs (Max.)~~	~~Sign Area (Max.)~~	~~Copy Height (Max.)~~
~~a. A-Frame~~	~~B~~	~~1 per tenant~~	~~9 sf. each side~~	~~n/a~~
~~b. Awning~~	~~O~~	~~1 sloping plane, plus 1 valence per awning~~	~~75% of sloping plane; 75% area of awning valence~~	~~16 in. on sloping plane; 8 in. on valence~~
~~c. Band Sign (Syn. Wall sign)~~	~~O~~	~~1 per frontage~~	~~3 sf. per linear ft.~~	~~16 in. on sloping plane; 8 in. on valence~~
~~d. Banner~~	~~T~~	~~1 per event~~	~~Per NBV~~	~~Per NBV~~
~~e. Canopy~~	~~P~~	~~1 per canopy~~	~~2 sf. per linear foot of shopfront~~	~~Copy height (max.)~~
~~f. Commercial Construction~~	~~T~~	~~1 per construction site~~	~~32 ft.~~	~~n/a~~
~~g. Corner~~	~~P~~	~~1 per building~~	~~40 sf.~~	~~16 in. on sloping plane; 8 in. on valence~~
~~h. For Sale~~	~~T~~	~~1 per lot plus 1 per golf or lake frontage~~	~~3 sf. each side, 60 in. above grade~~	~~Per NBV~~

~~i. Ground~~	~~P~~	~~1 per frontage~~	~~36 sf. each side~~	~~Copy height (max.)~~
~~j. Hanging~~	~~P~~	~~1 per tenant~~	~~6 sf. each side~~	~~n/a~~
~~k. Marquee~~	~~P~~	~~1 per entry~~	~~n/a~~	~~16 in. on sloping plane; 8 in. on valence~~
~~l. Mural**~~	~~P~~	~~1 per frontage~~	~~n/a~~	~~per NBV~~
~~m. Projecting~~	~~P~~	~~1 per tenant~~	~~6 sf. each side~~	~~Copy height (max.)~~
~~n. Open House Estate Sale Model Home~~	~~T~~	~~1 per lot~~	~~3 sf. each side, 30 in. above grade~~	~~n/a~~
~~o. Window~~	~~O~~	~~1 per window~~	~~25% of glazed area~~	~~Per NBV~~
~~p. Yard~~	~~T~~	~~1 per 50 feet of frontage~~	~~6 sf. each side~~	~~Copy height (max.)~~

~~**KEY:**~~

~~P—Permanent; signs do not require removal.~~

~~O—Occupancy; signs must be removed within seven days of the end of tenant occupancy.~~

~~B—Business; signs must be removed when the business is closed.~~

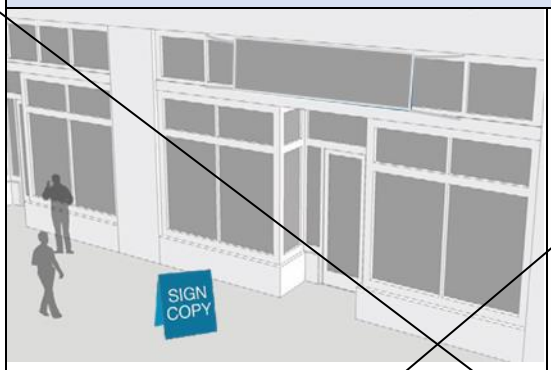
~~T—Temporary; signs must be removed within the time period specified by sign type.~~
~~Per NBV—Parameter to be determined admiratively. See also Section 11.7.~~

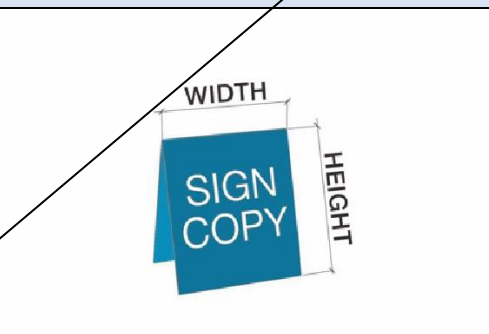
~~* Note: See Section 15.4.B, Definitions of Terms, and Section 15.6.B.5, Sign Types Illustrated Table.~~

~~** Murals—In keeping with the character of the Village, it is suggested that murals be limited to themes depicting nature or the natural environment.~~

414 **§ 15.6.F. ~~Sign types illustrated table~~ Reserved.**

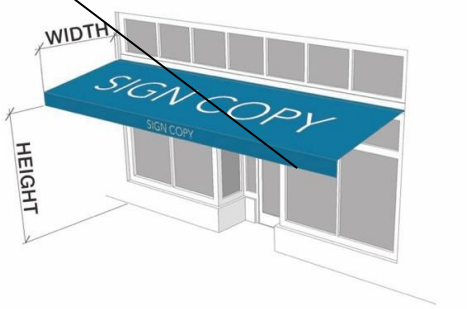
a. **A-Frame Sign**





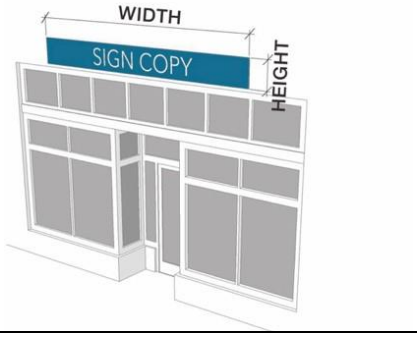
b. **Awning Sign**





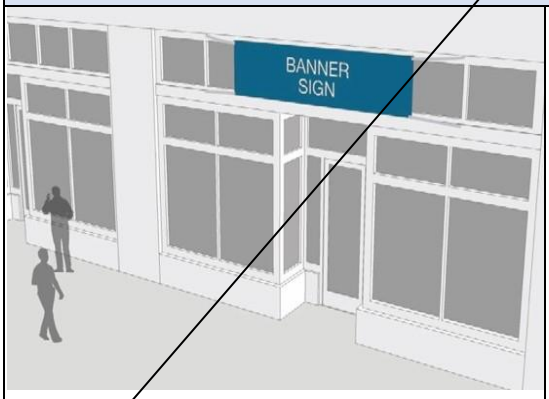
c. **Band Sign (Syn. Wall Sign)**

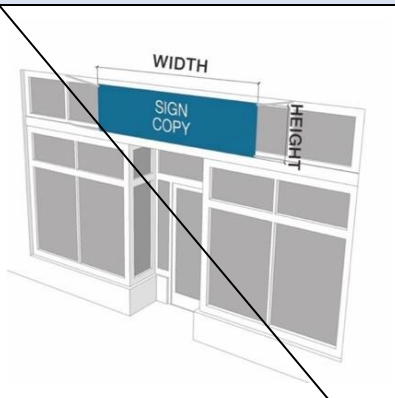




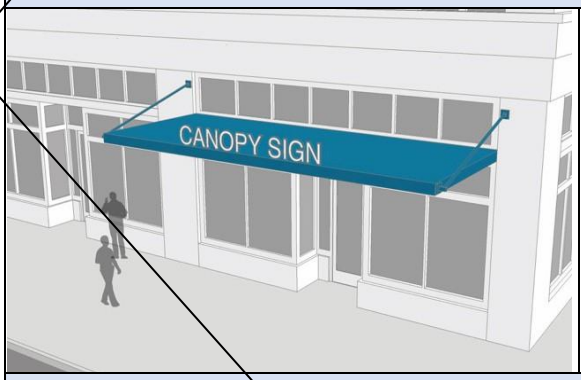
415

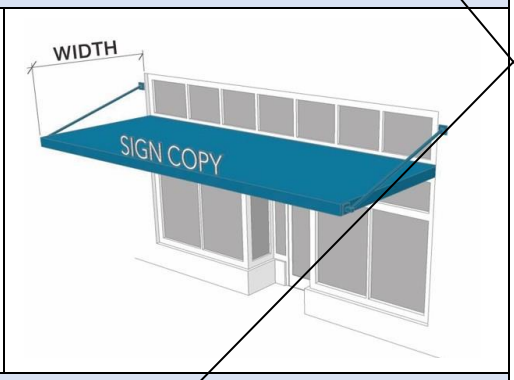
d. **Banner Sign**





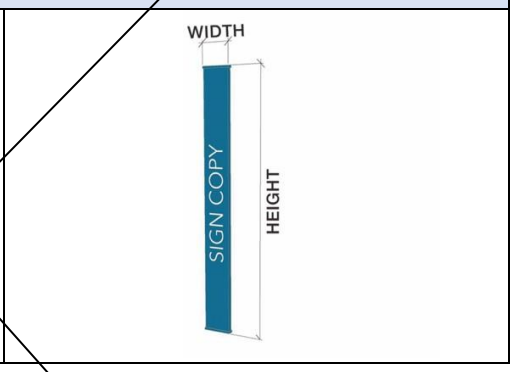
e. **Canopy Sign**





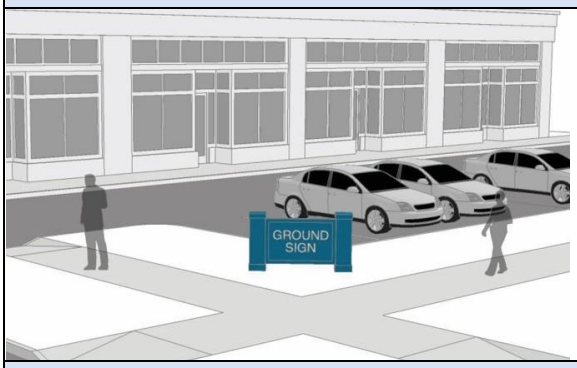
f. **Corner Sign**

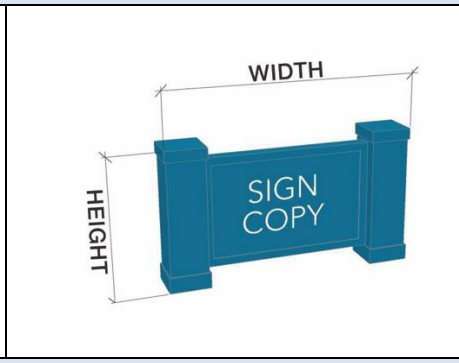




418

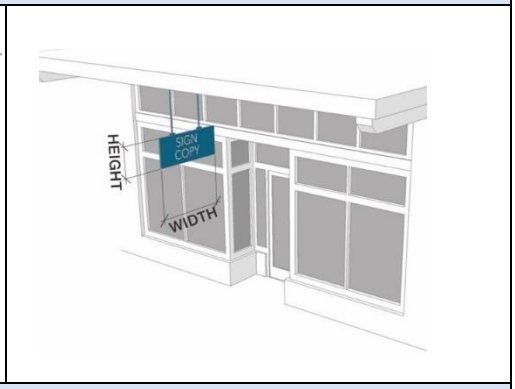
g. **Ground Sign**





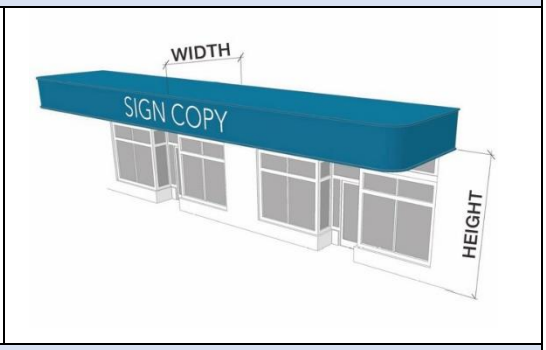
h. **Hanging Sign**



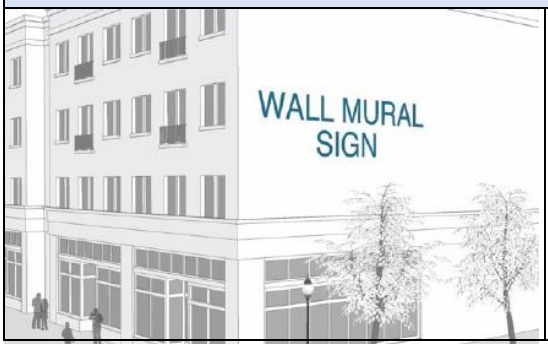


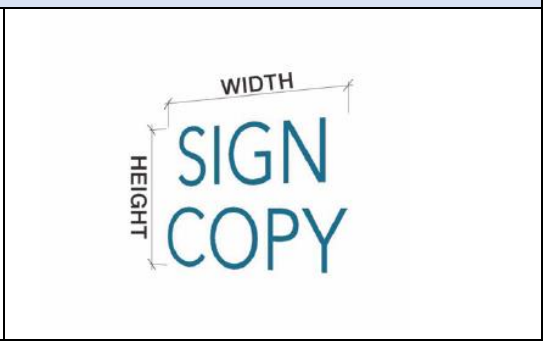
i. **Marquee Sign**



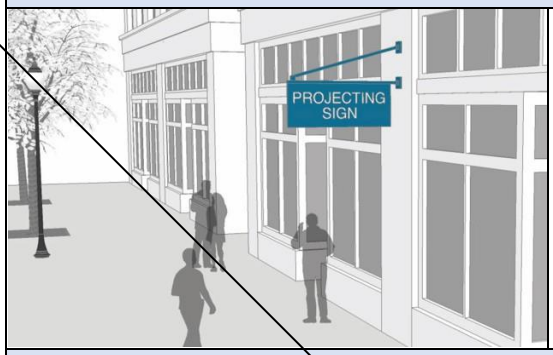


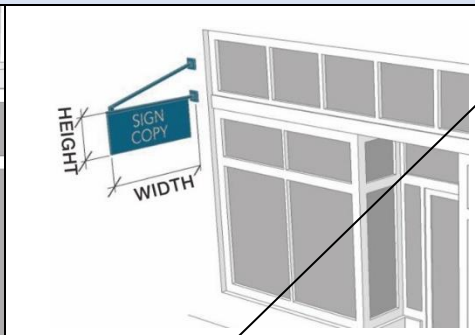
j. **Mural Sign**



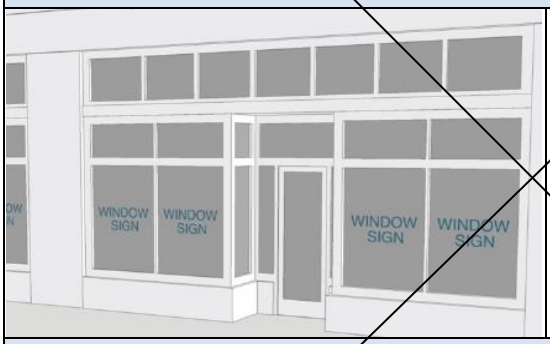


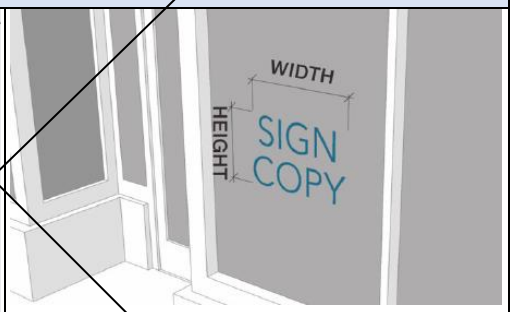
k. **Projecting Sign**



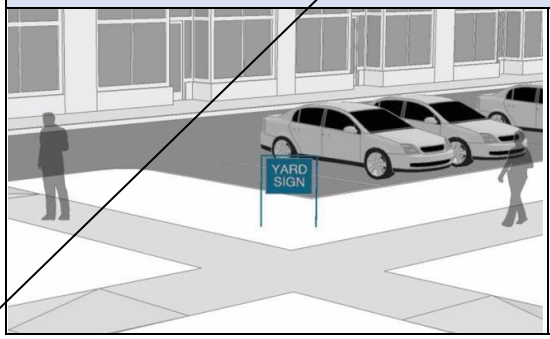


l. **Window Sign**





m. **Wayfinding/Yard Sign**





. . .

EXHIBIT C

CHAPTER 8 – ZONING

* * *

DIVISION 3, SUPPLEMENTAL USE REGULATIONS

§ 8.16 – Supplemental use regulations.

A. *Accessory uses and structures.*

The following accessory uses and structures shall be permitted when such uses or Structures are ancillary, in connection with, and incidental to, the Principal Use or structure allowed within the Zoning District in which the principal use or structure is located.

1. Permitted accessory uses by zoning district
   a. In single family residential districts:

* * *

   b. In RM-70 multifamily residential districts, the following Accessory Uses may be permitted:
      (1) Support. Building management offices within Structures containing eight (8) or more Dwellings Units.
      (2) Nonresidential.
      (3) Professional Service offices and Personal Service establishments of an Ancillary nature, as well as Neighborhood-Serving Retail limited to small-scale, low-intensity specialty retail such as gift shops, flower shops, newspaper and magazine stands; convenience goods and services such as mini-mart or Daycare; and food shops such as bakery, confectionery, ice cream parlor, refreshment stand, delicatessen, and Coffee Shops; along with Restaurants offering waterfront dining, may be permitted with external entrances (including from the Island Walk) external Signs and display windows subject to the following conditions:
         (a) Professional services shall exclude all medical-related providers, including but not limited to dental, vision and veterinary services.
         (b) Personal services shall be limited to hair care and aesthetic services, physical fitness conditioning, pet grooming, and laundry services (drop-off/pick up only).
         (c) ~~The signs shall not abut or face a public Right-of-Way and cannot be readable from the public right-of-way.~~ [Reserved].
         (d) ~~Such external signs shall be affixed flat against the Facade or Awning canopy of the commercial space occupied by the Nonresidential Use.~~ [Reserved].

(e) ~~Such external signs shall not exceed in area ten percent (10%) of the area of the facade of the space occupied by the nonresidential space.~~ [Reserved].

(f) ~~Such external signs shall be compatible as to materials, background, and style with all adjacent and contiguous nonresidential facilities with the overall design character of the Structure.~~ [Reserved].

(g) The area of such nonresidential uses shall not exceed 0.05 percent of the net square footage of the structure up to a maximum of 10,000 square feet.

(h) Additional parking shall be provided within the development at the ratios established for the specific nonresidential uses in Section 9.3 of the ULDC.

(4) Integrated structured parking in compliance with the standards of subsections. 9.3. E. and I.

* * *

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: May 19, 2026	**Date Posted**: May 5, 2026	**Agenda Item Number**: 13.A.

Title of Proposed Ordinance:

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.

Applicable Exemptions[2]:

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The proposed ordinance relates to procurement.
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The proposed ordinance consolidates and modernizes the Village's sign regulations by unifying existing provisions from multiple sections of the Unified Land Development Code into a single, comprehensive chapter. The ordinance enhances clarity, usability, and consistency of the sign code, updates definitions to reflect current industry standards, and incorporates illustrative guidance for various sign types. It also establishes a more robust statement of legislative intent grounded in applicable law and planning principles.

The public purpose served by the ordinance is to promote public health, safety, and welfare by reducing visual clutter, improving aesthetic quality, ensuring consistency with the Village's Comprehensive Plan, and providing clear, enforceable standards for signage. The ordinance further supports economic vitality by creating predictable and transparent regulations for businesses while protecting community character.

[1] This Business Impact Estimate is provided to comply with the requirements of Section 166.041(4), Florida Statutes. Please note that this Business Impact Estimate may be revised following its initial posting as new information or feedback becomes available.

[2] If one or more boxes are checked under this section, it indicates that the Village has determined that a business impact estimate is not required by state law for the proposed ordinance, but the Village is providing the business impact estimate as a courtesy.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs:

Indeterminate.

b. New Charges/Fees on Businesses Impacted:

None anticipated. The ordinance does not introduce new compliance obligations but instead consolidates and clarifies existing requirements. While some businesses with nonconforming signs may be required to come into compliance over time, the ordinance provides a reasonable amortization period, mitigating any immediate financial burden.

c. Estimate of Regulatory Costs:

Indeterminate. Businesses will continue to pay the cost of permitting.

Good Faith Estimate of Number of Businesses Likely Impacted:

The Village estimates that up to 371 business may be impacted by the proposed ordinance, although the regulations may not immediately affect them.

Any Additional Information:

None.

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 MAY 19, 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 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.

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.

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.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) 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 7940 NBV PARTNERS LLC 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 ZERO (0) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

Share:

FILTERS | Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing – North Bay Village

North Bay Village | Publish Date: May 4, 2026

Public hearing notice for North Bay Village regarding proposed ordinances, resolutions, meeting participation options, and ADA accommodations.

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 on Bay-Second Reading.DOCX
BIES - Overnight Anchorting Restrictions -Posted 05.04.26.pdf
Notice of Public Hearing - MDC Legal Ads 040726.pdf
Notice of Public Hearing - MDC Legal Ads 05.04.2026.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 or more 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

***

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: May 19, 2026	**Date Posted**: May 4, 2026	**Agenda Item Number**: 13.A.

Title of Proposed Ordinance:

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.

Applicable Exemptions[2]:

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The proposed ordinance relates to procurement.
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

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.

[1] This Business Impact Estimate is provided to comply with the requirements of Section 166.041(4), Florida Statutes. Please note that this Business Impact Estimate may be revised following its initial posting as new information or feedback becomes available.

[2] If one or more boxes are checked under this section, it indicates that the Village has determined that a business impact estimate is not required by state law for the proposed ordinance, but the Village is providing the business impact estimate as a courtesy.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs:

None.

b. New Charges/Fees on Businesses Impacted:

None.

c. Estimate of Regulatory Costs:

None.

Good Faith Estimate of Number of Businesses Likely Impacted:

The Village estimates that no business are likely to be impacted by the proposed ordinance.

Any Additional Information:

None.

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

Share:

FILTERS | Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: 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:

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 MAY 19, 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 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.

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.

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.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) 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 7940 NBV PARTNERS LLC 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 ZERO (0) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

Share:

FILTERS | Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing – North Bay Village

North Bay Village | Publish Date: May 4, 2026

Public hearing notice for North Bay Village regarding proposed ordinances, resolutions, meeting participation options, and ADA accommodations.

ITEM NO. 13.C

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

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 Adopt the Proposed Ordinance on Second Reading as presented.

BACKGROUND AND ANALYSIS

In the interest of time, the proposed ordinance was presented to the Commission for first reading at the April 21, 2026 regular Commission meeting.

The ordinance was presented to the Planning and Zoning Board at the Board's May 6, 2026 meeting. The Planning and Zoning Board recommended approval with a recommendation that these applications be reviewed for mitigation as to noise and smells that may potentially be nuisances to neighboring properties.

The ordinance is presented to the Village Commission for adoption on second reading on May 19, 2026. No changes have been made to the proposed Ordinance between first and second reading.

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
BIE Temporary Use Setback Modifications - Posted 05.05.2026.pdf
Notice of Public Hearing - MDC Legal Ads 05.04.2026.pdf

MEMORANDUM
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: (305) 756-7171
Fax: (305) 756-7722
Website: www.northbayvillage-fl.gov

Date: **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 _____

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: May 19, 2026	**Date Posted**: May 5, 2026	**Agenda Item Number**: 13.C.

Title of Proposed Ordinance:

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.

Applicable Exemptions[2]:

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The proposed ordinance relates to procurement.
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The Ordinance 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

[1] This Business Impact Estimate is provided to comply with the requirements of Section 166.041(4), Florida Statutes. Please note that this Business Impact Estimate may be revised following its initial posting as new information or feedback becomes available.

[2] If one or more boxes are checked under this section, it indicates that the Village has determined that a business impact estimate is not required by state law for the proposed ordinance, but the Village is providing the business impact estimate as a courtesy.

- 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

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs:

None.

b. New Charges/Fees on Businesses Impacted:

None.

c. Estimate of Regulatory Costs:

No new fees are proposed, however applicants will continue to pay the cost of application fees (including cost recovery) and permitting.

Good Faith Estimate of Number of Businesses Likely Impacted:

Businesses seeking temporary relief from the required setback standards for certain temporary uses associated with active construction. The Village estimates that at least 2 businesses (in this case, property owners) are likely to be impacted by the proposed ordinance.

Any Additional Information:

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.

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 MAY 19, 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 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.

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.

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.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) 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 7940 NBV PARTNERS LLC 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 ZERO (0) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

Share:

FILTERS | Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing – North Bay Village

North Bay Village | Publish Date: May 4, 2026

Public hearing notice for North Bay Village regarding proposed ordinances, resolutions, meeting participation options, and ADA accommodations.

ITEM NO. 13.D

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: May 19, 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 PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

Staff recommends **approval** of the Use Exception pursuant to Sec. 8.11(B)(4), subject to the adoption of the proposed Ordinance as well as the conditions provided in the staff memo.

At its May 6, 2026 Beeting, the Planning and Zoning Board voted to recommend **Approval**, with a condition to mitigate the effect of any nuisances onto the neighboring properties.

BACKGROUND AND ANALYSIS

See the attached staff report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENT(S):
Resolution - Use Exception 7918 W Dr (Tula Sales Center).docx
Staff Report - 7918 W Dr Use Exception_Post P&Z.docx
1 - Application.pdf
2 - Letter of Intent.pdf
3 - Boundary Survey.pdf
4 - Architectural Plans.pdf
7918 W. Drive- Mailers and Posting.pdf
Notice of PH - MDC Legal Ads 04.21.2026.pdf
Notice of Public Hearing - MDC Legal Ads 05.04.2026.pdf

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET IS REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pacific & Orient Properties 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 7918 West Drive, North Bay Village, Florida, identified by Folio No. 23-3209-001-0160, located within the RM-70 Multiple Family Residential zoning district (the "Property"); and

WHEREAS, the Property is the site of an approved multifamily residential development currently under construction, commonly referred to as the Tula Residences project; and

WHEREAS, the Applicant seeks approval to temporarily place and operate a sales center/marketing office within a modular trailer to support project coordination and marketing activities associated with the approved development; and

WHEREAS, the Applicant further requests authorization to locate the temporary sales center trailer within the required front and side setback areas of the RM-70 zoning district, specifically proposing a reduction of the side setback from fifteen (15) feet to zero (0) feet and the front setback from twenty-five (25) feet to zero (0) feet, due to active

construction on the Property and limited available space, and represents that such reductions are the minimum necessary to avoid conflicts with ongoing construction activities; and

WHEREAS, temporary sales centers/marketing offices are not permitted principal or accessory uses within the RM-70 zoning district but may be approved by the Mayor and 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, after a duly noticed public hearing held on _____, 2026, the Planning and Zoning Board considered and voted to [recommend approval / recommend approval with conditions / recommend denial] of the Application to the Village Commission; and

WHEREAS, the Mayor and 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 the proposed Application [is/is not] consistent with the Village's 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. 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 7918 West Drive.

Section 3. Decision; Conditions. Pursuant to Section 8.11(B)(4) of the ULDC, the requested Use Exception to permit a temporary sales center/marketing office with a modified front setback of zero (0) feet where twenty-five (25) feet is required and a reduced side setback of zero (0) feet where fifteen (15) feet is required is hereby [approved/approved with conditions/denied], [subject to the following conditions]:

1) Limited Scope of Approval
   Approval of the setback modifications shall be limited solely to the temporary placement of the sales center trailer as depicted on the attached plans, including a reduced front setback of zero (0) feet where twenty-five (25) feet is required and a reduced side setback of zero (0) feet where fifteen (15) feet is required pursuant to Sec. 8.10.D.4.b of the ULDC. No additional reduction of required setbacks or expansion of the approved trailer footprint shall be permitted.

2) 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 7918 West Drive, unless otherwise modified by these conditions:
   a. Architectural Plans by MTTR MGMT, dated 04/09/2026:
      i. Sheet TS.01: Proposed Trailer Site Plan
      ii. Sheet TS.02: Proposed Trailer Plan + Elevations

3) This approval 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.

4) The temporary use may remain on the site for up to twelve (12) months from the date of approval by the Village Manager (January 7, 2026). The approval may be administratively renewed in accordance with Sec. 8.11(B)(4); however, under no circumstances shall the temporary use extend beyond a total of thirty-six (36) months, or January 7, 2029. Any setback modification granted shall be expressly limited to the duration of the approved temporary use and shall automatically expire upon removal or cessation of the temporary use, at which time full compliance with all applicable setback requirements shall be required.

5) Prior to issuance of any building permit, the applicant shall submit a fully executed copy of the lease agreement (as referenced on Sheet TS.01), which shall clearly authorize the use of parking spaces associated with the temporary sales center. The applicant shall maintain the required parking arrangements in full force and effect for the duration of the temporary sales center use.

6) Upon expiration of the approved timeframe or issuance of the first Certificate of Occupancy for the development, whichever occurs first, the temporary trailer shall be removed from the site unless otherwise authorized by the Village.

7) The right-of-way shall be fully restored to its original condition immediately following the expiration of the approved timeframe.

8) Applicant shall provide mitigation such as enhanced landscaping and buffering or other comparable buffering methods to reduce the impact on adjacent properties and neighbors.

9) The temporary structure and surrounding area shall be maintained in good visual and operational condition throughout the duration of the use.

10) All required permits, inspections, and applicable approvals (Village and external agencies) shall be obtained prior to installation of the temporary sales trailer.

11) Any lighting associated with the trailer shall be shielded and directed away from adjacent properties to prevent spillover.

12) Signage, if any, shall require a separate permit and comply with Chapter 11 of the ULDC.

13) Fencing, if any, shall require a separate permit and comply with Sec. 8.17.F of the ULDC.

14) Any placement within Village-controlled areas shall remain subject to administrative direction and shall not constitute permanent authorization or conveyance of property rights.

15) All applicable cost recovery fees and outstanding balances shall be paid prior to issuance of permits.

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: 7918 West Drive, North Bay Village

Folio Numbers: 23-3209-001-0160

Lots 14, 16 and 18, "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: **May 19, 2026**

To: **Village Commission**

From: **Craig Pinder, AICP, Village Planner**

Subject: **Staff Report – Use Exception Request for Temporary Sales Center/Trailer at 7918 West Drive**

---

1. General Information

Owner/Applicant:	Pacific & Orient Properties LLC
Site Address:	7918 West Drive, North Bay Village, FL 33141
Site Acreage	0.77 acres (33,600 sq ft)
Folio Number	23-3209-001-0160
Contact Person:	Vivian Dimond

2. Legal Description of Subject Property

Lot 14, 16 and 18 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	RM-70 - Multiple Family Residential
Existing Land Use	Vacant Land (Condominium complex under construction)

4. Adjacent Land Use and Zoning

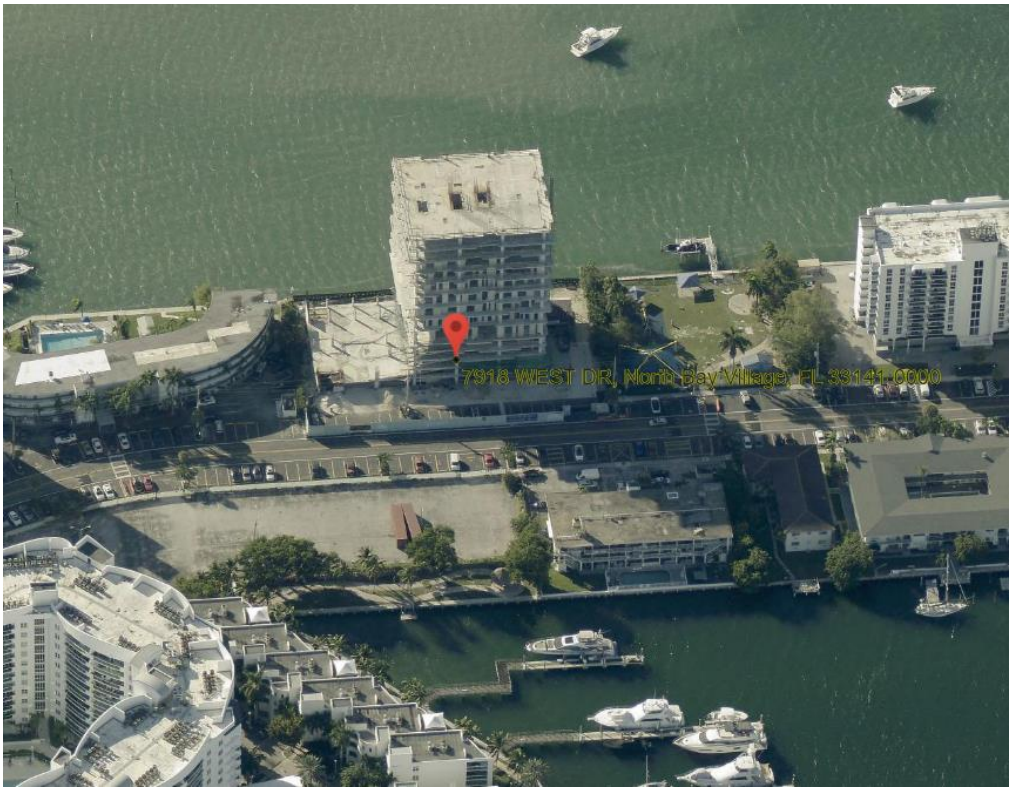
North	Future Land Use	Parks and Recreation
	Zoning District	RM-70 - Multiple Family Residential

	Existing Land Use	Municipal (park)
East	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 - Multiple Family Residential
	Existing Land Use	Parking Lot and Multi-Family 3 or More Units
South	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 - Multiple Family Residential
	Existing Land Use	Multifamily 3 Or More Units
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, located on the west side of West Drive, is part of Harbor Island and consists of approximately 33,600 square feet (0.77 acres). The site previously received approval for a multifamily residential development pursuant to Resolution No. 2017-93, now known as Tula Residences. Construction activity was initiated but subsequently paused; work has since resumed under the current project leadership.

As part of ongoing project operations, the Applicant proposes the temporary installation of a sales center trailer to facilitate on-site coordination and marketing activities. Staff notes that Village Manager Frank Rollason acknowledged the proposal through internal correspondence and expressed support for the temporary placement concept, including the potential use of parking spaces currently leased from the Village, subject to continued coordination and all applicable review processes. Such correspondence does not constitute zoning approval, permit authorization, or relief from the requirements of the Unified Land Development Code (ULDC).

The Use Exception application seeks authorization to locate a temporary sales trailer within the required front and side setback areas. At present, the ULDC does not provide a mechanism to accommodate this type of request. While the applicant has presented a well-supported justification in the Letter of Intent, including responses aligned with the variance criteria, the ULDC currently prohibits the granting of variances from development standards in conjunction with Use Exceptions (see Section 7.2 of the ULDC).

The Village Commission has initiated an amendment to Section 8.11 of the ULDC to establish a process for considering setback modifications on a case-by-case basis for Use Exceptions associated with active construction. The proposed ordinance was approved on first reading on April 21, 2026, and is scheduled for a second reading before the Village Commission on May 19, 2026. The applicant has elected to proceed with this request at their own risk, acknowledging that the ULDC amendment has not yet been formally adopted and the application, if granted, is contingent upon adoption of the proposed ordinance.

This request is limited solely to the placement of the temporary sales trailer and does not modify or expand the previously approved development program for the overall residential project.

6. Description of Applicant's Request

The Applicant requests approval of a Use Exception pursuant to Section 8.11(B)(4) of the Unified Land Development Code (ULDC) to allow a temporary sales center/marketing office within the RM-70 zoning district.

The proposed temporary structure consists of a single-story modular sales trailer approximately forty (40) feet in length, with associated ramp and stair access. The trailer will include office space and an ADA-compliant restroom and is intended to function as a marketing and sales office in support of the residential development currently under construction. As noted on the site plan, the applicant intends to provide parking off-site through a privately leased lot. Staff has incorporated a condition of approval requiring the applicant to provide the fully executed lease agreement prior to the issuance of any building permit.

Temporary sales centers are not identified as permitted principal or accessory uses within the RM-70 zoning district; however, they may be considered as Use Exceptions subject to the time limitations and compatibility criteria set forth in Section 8.11(B)(4) of the ULDC.

The submitted site plan depicts the proposed trailer location within the southern portion of the property with the requested modifications to the required setbacks to accommodate its placement, specifically a reduction of the side setback from fifteen (15) feet to zero (0) feet and the front setback from twenty-five (25) feet to zero (0) feet, along with temporary utility connections and fencing modifications associated with ongoing construction activities.

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 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.

Supporting Policies:

- NBV100 Vision – Goal / Objective 1.1: Become a more livable, resilient, and prosperous community in the 21st century.
    - Policy 1.1.6: Promote economic development and create a compelling destination by capitalizing on existing resources and incentivizing flexibility and predictability in land development regulations.

- Future Land Use Element – 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.

- Future Land Use Element – 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 structure with associated pedestrian access ramps and steps. The submitted Letter of Intent indicates that operations will be limited to standard business hours (between 9 a.m. and 6 p.m.) and will function primarily as a marketing, sales and information center for prospective purchasers and will not contain nuisances such as loud noise or noxious odors.

The subject property is located within the RM-70 zoning district and is surrounded predominantly by multifamily residential development and water-oriented uses, as well as a community park (Dr. Paul Vogel Community Park) and surface parking lot. The proposed temporary structure is modest in scale relative to the 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.

As previously noted, the proposed location of the temporary sales center does not comply with the setback requirements of the RM-70 zoning district. The applicant is requesting modifications to these requirements, specifically a reduction of the side setback from fifteen (15) feet to zero (0) feet and the front setback from twenty-five (25) feet to zero (0) feet. This request is based on ongoing construction activity and the limited space available on the site to accommodate the sales center.

According to the applicant, the requested reductions represent the minimum necessary to avoid conflicts with construction operations. At present, the ULDC does not provide a process for approving reduced setbacks in connection with Use Exceptions. However, the Village Commission is currently considering a text amendment that would establish a new provision allowing such requests to be reviewed and approved on a case-by-case basis upon demonstration of need. This proposed ordinance was approved unanimously on first reading at the Village Commission hearing on April 21, 2026.

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, timely removal upon expiration of the approved term, and the adoption of the proposed ordinance. The trailer includes ADA-accessible facilities and temporary utility connections and is designed to be removed upon completion of the development or expiration of the permitted term.

Recommendation

Staff recommends **approval** of the Use Exception pursuant to Sec. 8.11(B)(4), subject to the adoption of the proposed ordinance as well as the conditions set forth below.

At its May 6, 2026 meeting, the Planning and Zoning Board voted to recommend **approval**, with a condition to mitigate the effect of any nuisances onto the neighboring properties.

Conditions

1) Limited Scope of Approval
   Approval of the setback modifications shall be limited solely to the temporary placement of the sales center trailer as depicted on the attached plans, including a reduced front setback of zero (0) feet where twenty-five (25) feet is required and a reduced side setback of zero (0) feet where fifteen (15) feet is required pursuant to Sec. 8.10.D.4.b of the ULDC. No additional reduction of required setbacks or expansion of the approved trailer footprint shall be permitted.

2) 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 7918 West Drive, unless otherwise modified by these conditions:
   a. Architectural Plans by MTTR MGMT, dated 04/09/2026:
      i. Sheet TS.01: Proposed Trailer Site Plan
      ii. Sheet TS.02: Proposed Trailer Plan + Elevations

3) This approval 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.

4) The temporary use may remain on the site for up to twelve (12) months from the date of approval by the Village Manager (January 7, 2026). The approval may be administratively renewed in accordance with Sec. 8.11(B)(4); however, under no circumstances shall the temporary use extend beyond a total of thirty-six (36) months, or January 7, 2029. Any setback modification granted shall be expressly limited to the duration of the approved temporary use and shall automatically expire upon removal or cessation of the temporary use, at which time full compliance with all applicable setback requirements shall be required.

5) Prior to issuance of any building permit, the applicant shall submit a fully executed copy of the lease agreement (as referenced on Sheet TS.01), which shall clearly authorize the use of parking spaces associated with the temporary sales center. The applicant shall

maintain the required parking arrangements in full force and effect for the duration of the temporary sales center use.

6) Upon expiration of the approved timeframe or issuance of the first Certificate of Occupancy for the development, whichever occurs first, the temporary trailer shall be removed from the site unless otherwise authorized by the Village.

7) The right-of-way shall be fully restored to its original condition immediately following the expiration of the approved timeframe.

8) Applicant shall provide mitigation such as enhanced landscaping and buffering or other comparable buffering methods to reduce the impact on adjacent properties and neighbors.

9) The temporary structure and surrounding area shall be maintained in good visual and operational condition throughout the duration of the use.

10) All required permits, inspections, and applicable approvals (Village and external agencies) shall be obtained prior to installation of the temporary sales trailer.

11) Any lighting associated with the trailer shall be shielded and directed away from adjacent properties to prevent spillover.

12) Signage, if any, shall require a separate permit and comply with Chapter 11 of the ULDC.

13) Fencing, if any, shall require a separate permit and comply with Sec. 8.17.F of the ULDC.

14) Any placement within Village-controlled areas shall remain subject to administrative direction and shall not constitute permanent authorization or conveyance of property rights.

15) All applicable cost recovery fees and outstanding balances shall be paid prior to issuance of permits.

List of Attachments to Staff Report

Attachment 1 – Application
Attachment 2 – Letter of Intent
Attachment 3 – Boundary Survey
Attachment 4 – Architectural Plans
Attachment 5 – Resolution

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: PACIFIC & ORIENT PROPERTIES LLC
2. Contact Phone: _____ Email Address: vdimond@bayshoregrovecapital.com
3. Mailing Address: 224 Commercial Blvd., #200, Lauderdale By the Sea, Florida
4. Applicant Name: PACIFIC & ORIENT PROPERTIES LLC
(If different from Owner)
5. Contact Phone: _____ Email Address: vdimond@bayshoregrovecapital.com
6. Mailing Address 224 Commercial Blvd., #200, Lauderdale By the Sea, Florida
7. Address of Property Covered by the Application: 7918 WEST DR
8. Legal Description of Property Covered by the Application (add pages if needed):
Lots 14, 16, and 18 of Harbor Island Subdivision, Plat Book 44, Page 72 of the Public Records of Miami-Dade County, Florida.
9. Folio Number(s): 23-3209-001-0160
10. Future Land Use and Zoning Designations: High Density Multi-Family Residential and RM-70
11. Current land use of the Property: Approved for multi-family residential under construction- See Letter of Intent
12. Intended use of the Property (as requested): Temporary sales and marketing trailer pursuant to Section 8.11
13. Reasons for the Request (add pages if necessary): To allow for a temporary sales and marketing trailer- See Letter of Intent

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 Vivian Z Dimond

Print Name VIVIAN Z. DIMOND

(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 24TH day of MARCH, 2026,

by VIVIAN Z. DIMOND who is personally known to me or who has produced

_____ as identification.

Notary Public Signature

Commission Number/Expiration HH672858 / 5.5.29

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 Vivian Z Dimond

Print Name Vivian Z Dimond

(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 24TH day of MARCH, 2026

by VIVIAN Z. DIMOND, who is personally known to

me or who has produced _____ as identification.

Notary Public Signature

Commission Number/Expiration HH072858 / 5.5.29

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: 03/24/26

Relationship to the project: (e.g., property owner, architect, developer, attorney)

AUTHORIZED AGENT

Full Name: VIVIAN Z. DIMOND

Current Address: 26105 S. BAYSHORE DR, #305

City: MIAMI State: FL Zip: 33133

Telephone: 305.856.6131 Email: AALAM@BAYSHOREGROVECAPITAL.COM

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Vivian Z Dimond
Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 24TH DAY OF MARCH, 2026

Notary Public, State of Florida at Large

My Commission expires MAY 5TH, 2026.

ANA ALAM-SAUL
Notary Public - State of Florida
Commission # HH 672858
My Comm. Expires May 5, 2029
Bonded through National Notary Assn.

Bilzin Sumberg

Lauren L. Kahn, Esq.
Tel 305.350.2390
LKahn@bilzin.com

April 20, 2026

Ms. Silvia E. Vargas, FAICP, LEED AP
Village Planner, North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Letter of Intent - Application for Use Exception and Variances
7918 West Drive, North Bay Village, Florida
Folio Number 23-3209-001-0160 (the "Property")

Dear Ms. Vargas:

This firm represents Pacific & Orient Properties LLC, the Applicant for a use exception at the Property (referred to herein as the "Applicant"). Please consider this our formal letter of intent in connection with an application for use exception in accordance with Section 8.11 of the North Bay Village Unified Land Development Code (the "ULDC") as well as a setback variance from Section 8.10.D.4.b., pursuant to Section 7.3. As detailed below, the Applicant respectfully requests that the Honorable Village Commission grant a use exception and associated variance to allow staging of temporary sales/marketing trailer on the Property.

A. The Property and Background

The Property consists of approximately 33,600 square feet or 0.8 acres zoned RM-70 and located on the west side of West Drive on Harbor Island. The Property is composed of 3 platted lots. To the north of the Property (outlined in the aerial below in blue) is a community park and to the north of the community park is a parcel composed of 4 platted lots and 44,800 square feet in size (outlined in the aerial below in green). To the south of the Property is a parcel that is larger than the Property at approximately 42,324 square feet (outlined in white in the aerial below).



The Property was approved by the Village Commission for a multi-family residential development (the "Project"). Pursuant to Resolution No. 2022-100, the Village previously granted a use exception to place a temporary sales/marketing offices trailer on the parcel across the street from the Property at 7913 West Drive.

B. <u>The Project</u>

The Project, titled "7918", due to its address at 7918 West Drive, consists of a 54-unit, 240-foot tall, residential tower with supporting residential amenities. The architecture and design of 7918 is unique and remarkable and will undoubtably stand as an iconic addition to the Harbor Island skyline as viewed from Biscayne Bay and those coming into the Village on the 79th Street Causeway. A rendering of the Project is shown below.



C. <u>Applicant's Request And Justification</u>

In order to utilize the Property for the temporary sales/marketing trailer, which will operate between 9 AM and 6 PM, a use exception is required under the Village Code as such uses are not specifically listed as permitted principle or accessory uses within the RM-70 Zoning District. As such, for the reasons and justification discussed in detail below, the Applicant respectfully requests:

1) That a use exception be granted allowing the staging of a temporary sales/marketing trailer on the Property pursuant to Section 8.11.B.4.;

2) That a variance be granted pursuant to Section 7.3 to permit the proposed temporary sales/marketing trailer to encroach into the setback as well as the right-of-way. Specifically, the applicant is requesting a variance from Section 8.10.D.4.b. to permit 0 feet of setback from the front Property line where 25 is required; and 0 feet of setback from the side Property line where 15 feet is required. Further, the trailer is proposed to encroach into the right-of-way by 19 feet 11 inches as approved by the Village Manager as detailed below.

Use Exception

Section 8.11 of the ULDC, provides for the Village's regulations concerning use exceptions. The purpose and intent of the use exception is to allow for adjustments in the relative locations of uses, to promote the usefulness of, and supply the necessary flexibility to the efficient operation of the ULDC regulations.

According to Section 8.11, the Village Commission may permit certain uses as use exceptions if there are clear indications that such exceptions will not substantially adversely affect the uses permitted of adjacent property. In addition to this criteria, the Village requires a showing that the use exception:

a) *Is consistent with the goals, objectives, policies, and intent of the North Bay Village Comprehensive Plan ("Comprehensive Plan") and the NBV100 Master Plan ("Master Plan").*

The Project was approved by the Village Commission due to its consistency with the Comprehensive Plan and the Master Plan. The use exception directly supports the sales and marketing for the Project and bringing new property owners to North Bay Village; therefore, the use exception necessarily supports and is consistent with all of the same goals, objectives, and policies of the Comprehensive Plan and Master Plan as the Project. Specifically, and by way of example, the Project, and thus the use exception on the Property, supports the following provisions of the Comprehensive Plan:

> Objective 2.2: Develop a program and policies to promote the Village's character as an attractive waterfront community and direct future development and redevelopment to be consistent with the desired community character and goals, objectives, and policies within the Plan.
>
> Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality and overall acceptability to local residents.

b) *Will protect, conserve, or preserve environmentally critical and sensitive areas and natural resources, where applicable.*

The Project, and thus the use exception, also supports the Master Plan and goals to protect, conserve, and preserve environmentally critical and sensitive areas. The Master Plan includes the initiative to "Embrace the Waterway." The Project provides a public access walkway on its eastern boundary along Biscayne Bay, which is designed with an eye towards the protection of the natural resources.

c) *Will be compatible with existing and planned uses.*

The temporary staging of a sales/marketing trailer will not adversely affect the adjacent property owners. The trailer will serve as Project and sale of the units, it will have no affiliated nuisances that would be of concern to the adjacent uses, such as loud noise or noxious odors.

d) Will not be injurious to the neighborhood or detrimental to the public welfare.

The use exception will benefit the neighborhood and support the public welfare by ensuring that the building is occupied soon after the completion of construction. The proposed sales trailer will increase the sales of the units in the building. An unoccupied building would benefit no one.

e) Will otherwise be in compliance with zoning regulations pertaining to the use and other applicable regulations.

The use exception is temporary. Upon completion of the sales period, the trailer will be removed, and the property will be developed in full compliance with all applicable zoning regulations and development standards as approved.

Variance

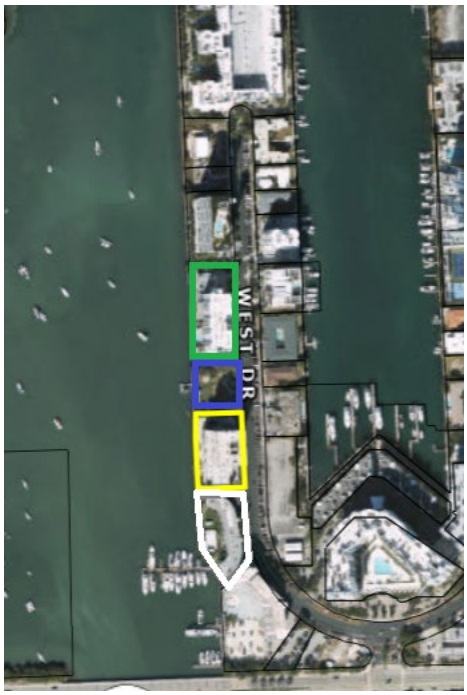
As set forth in Section 7.3, the requested variance for relief from the setback standards in Section 8.10.D.4.b. meets the following criteria:

1. *That there are special circumstances and conditions which are peculiar to the Land, Structure, or Building involved and which are not generally applicable to other lands, structures, or buildings in the same Zoning District.*

The Property presents special circumstances and conditions that are peculiar to the land and are not generally applicable to other properties in the same zoning district. The Property is 33,600 square feet, and its configuration and dimensions constrain the feasible placement of the temporary sales trailer on the site given the pending construction of the Project. The Property's frontage along West Drive, combined with the geometry of the lot and the location of the ongoing construction, leaves limited area in which to position the trailer while still maintaining functional access for prospective purchasers and visitors. The functionality of the trailer requires that it be positioned on the Property in a way that is accessible to visitors.

The parcel directly to the south of the Property along the west side of West Drive (outlined in white in the aerial below) is greater in size and would be able to accommodate the required setbacks. Similarly, the parcel north of the community park along the west side of West Drive (outlined in green) is also greater in size at over 1 acre and composed of 4 platted lots instead of the 3 platted lots. Therefore, unlike many other parcels in the zoning district that have greater depth or wider frontage, the unique physical characteristics of this property make compliance with the required front and side

setbacks impracticable for the siting of the temporary sales trailer. Additionally, the temporary nature of the structure distinguishes it from permanent buildings, as the trailer will be present on the site only for the limited duration of the sales period associated with the development project and will be removed upon completion of sales activity.



2. *That the special circumstances and conditions were not self-created by any person having an interest in the property.*

The special circumstances and conditions giving rise to this variance request were not self-created by the applicant or any person having an interest in the Property. The physical characteristics of the lot, including its size, shape, dimensions, and orientation along West Drive, are pre-existing conditions inherent to the parcel that were established long before the applicant acquired an interest in the Property. The applicant did not create the lot configuration, nor did the applicant take any action to alter the boundaries or physical layout of the site in a manner that would give rise to the need for this variance. The constraints on the placement of the temporary sales trailer arise directly from the existing lot conditions and the applicable setback requirements, rather than from any voluntary act or omission on the part of the applicant.

3. *That the strict application of the provisions of this Chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.*

Strict application of the front and side setback requirements to the temporary sales trailer would deprive the applicant of the reasonable use of the property and would impose an unnecessary hardship. The temporary sales trailer is an essential component of the applicant's ability to market and sell units within Project. Without the ability to locate the sales trailer in the requested position, the applicant would be unable to establish a visible, accessible, and functional sales center on the Property during the construction and marketing period. Requiring the trailer to comply with the full setbacks on both the front and side would either render the remaining buildable area insufficient to accommodate the trailer and associated access, or would force the trailer into a location on the site that is impractical due to active construction activity or other site constraints. This would effectively prevent the applicant from conducting on-site sales operations, constituting an unnecessary hardship that is not proportionate to the minimal and temporary impact of the trailer on the surrounding area.

4. *That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same Zoning District.*

Granting the requested variance will not confer upon the applicant any special privilege denied to other property owners in the same zoning district. The variance, if granted, would permit the applicant to engage in the same type of temporary sales activity that is customarily associated with real estate development projects throughout the zoning district and the broader jurisdiction. The requested variance is narrowly tailored to address the specific site constraints of this Property and applies only to a temporary structure that will be removed at the conclusion of the sales period. It does not grant the applicant any permanent development right or entitlement beyond what is available to other property owners under the Unified Land Development Code.

5. *That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.*

The variance requested is the minimum variance necessary to make possible the reasonable use of the property for the siting of the temporary sales trailer. The applicant has evaluated alternative locations on the property for the placement of the trailer and has determined that compliance with the full front and side setback requirements is not feasible given the lot's dimensions, the location of ongoing or planned construction activity, and the need to maintain safe and convenient access for prospective purchasers. The request for a reduced setback from the front and side property lines reflects the minimum relief needed to position the trailer in a location that is visible, accessible, and functional as a sales center. The applicant is not seeking any additional variance or relief beyond what is strictly necessary to accommodate the temporary sales trailer during the limited sales period, and the trailer will be removed from the site once sales activity has concluded.

6. *That granting the variance will be in harmony with the general intent and purpose of this Chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.*

Granting the requested variance will be in harmony with the general intent and purpose of the Unified Land Development Code and will not be injurious to the neighborhood or detrimental to the public welfare. The temporary sales trailer is a customary and expected feature of real estate development projects, and its presence on the site will be limited in duration to the marketing and sales period of the Project. The trailer will not generate significant traffic, noise, or other adverse impacts on neighboring properties or the surrounding community. Its placement near the front and side property lines will enhance the visibility and accessibility of the sales center for prospective purchasers, thereby facilitating the orderly marketing and development of the property in a manner consistent with the community's planning objectives. The temporary nature of the structure ensures that any impact on the streetscape or neighboring properties will be short-lived, and the applicant will maintain the trailer and its surroundings in a manner that is consistent with the character of the neighborhood. Upon completion of the sales period, the trailer will be removed, and the property will be developed in full compliance with all applicable setback and development standards as approved.

7. *The variance request is not based exclusively upon a desire to reduce the cost of development.*

The variance request is not based exclusively, or even primarily, upon a desire to reduce the cost of development. Rather, the variance is necessitated by the physical constraints of the property, which limit the feasible placement options for the temporary sales trailer. The applicant's primary motivation in seeking this variance is to ensure that the sales trailer can be located in a position that is visible, accessible, and functional for prospective purchasers, which is essential to the successful marketing of the development project. While the applicant acknowledges that alternative arrangements, such as leasing off-site space for a sales office, could theoretically be pursued, such alternatives would not provide the same on-site presence and convenience that an on-site sales trailer offers, and the need for the variance arises from the lot's physical characteristics rather than from any effort to minimize development expenditures. The variance request is driven by practical necessity and the unique conditions of the site, not by cost considerations. The requested variance will minimize vacancies in the Project once it is completed thus benefiting the Village by providing an occupied building with residents.

D. Encroachment

The enclosed plans also indicate an encroachment into the right-of-way by the proposed sales trailer by 19 feet and 11 inches. The Village Manager has approved this condition as detailed in the emails attached as composite **Exhibit A**.

E. Conclusion

The Project seeks to transform a vacant property into an iconic building that the Village will be proud to feature. In support of the Project, the Applicant needs the ability to temporarily house the sales trailer on the Property. The use exception on the Property does not adversely affect adjacent uses, and in fact lends to support the neighborhood by diverting some of the vehicle trips and activity from the Project site to the Property. For these reasons, and the justification provided above, we respectfully request your favorable review and approval of the use exception application.

Thank you for your review of the foregoing. Should you have any questions, please do not hesitate to contact me at (305) 350-2390.

Very truly yours,

Lauren L. Kahn

Lauren L. Kahn

EXHIBIT A

From:	Frank Rollason
To:	Vivian Dimond
Cc:	Jenice Rosado; Orlando Rodriguez; Haydee Sera; Silvia Vargas; Craig Pinder; Alba L. Chang, CMC; Ana Alam
Subject:	RE: [ALERT External Email] 7918 West Drive - Sales Trailer
Date:	Wednesday, January 7, 2026 4:00:46 PM
Importance:	High

Ms. Dimond, thanks for your response – by this email, I am approving your request to install your Sales Trailer per the agreed-upon provisions below, Frank.

From: Vivian Dimond <vdimond@bayshoregrovecapital.com>
Sent: Wednesday, January 7, 2026 2:42 PM
To: Frank Rollason <VillageManager@nbvillage.com>
Cc: Jenice Rosado <JRosado@nbvillage.com>; Orlando Rodriguez <orodriguez@nbvillage.com>; Haydee Sera <HSera@wsh-law.com>; Silvia Vargas <SVargas@cgasolutions.com>; Craig Pinder <cpinder@cgasolutions.com>; Alba L. Chang, CMC <villageclerk@nbvillage.com>; Ana Alam <aalam@bayshoregrovemgmt.com>
Subject: Re: [ALERT External Email] 7918 West Drive - Sales Trailer

Good afternoon
As we discussed we agree to your terms and conditions
With many thanks
Cc
Vivian Z. Dimond
CEO, Founder
Bayshore Grove Management, LLC
Cell 305.338.9697
CD Off 305.856.6131
VDimond@bayshoregrovecapital.com

> On Jan 7, 2026, at 1:26 PM, Frank Rollason <villagemanager@nbvillage.com> wrote:
>
> Ms. Dimond, good afternoon. Please respond to this email agreeing to the below requirements for me to allow you to move forward with installing and operating your sales trailer on a temporary basis located at 7918 West Drive on Harbor Island in North Bay Village:
>
> 1. You agree to continue with the permitting application process without undue delay.

2. Any and all permits required by the NBV Building Department for the installation will be acquired prior to installation.

You agree that my approval for the temporary installation and operation of the requested sales trailer is based upon your agreement with the No. 1 and No. 2 requirements above and that if for some reason the formal permit authorization is denied, the sales trailer will be expeditiously removed at your expense. I am allowing this temporary installation in the spirit of cooperation with your objective to rapidly activate construction on this site, thanks, Frank.

From: Vivian Dimond <vdimond@bayshoregrovecapital.com>
Sent: Wednesday, January 7, 2026 11:46 AM
To: Frank Rollason <VillageManager@nbvillage.com>
Cc: aalam@bayshoregrovemgmt.com; Brian Bitner <brian.bitner@att.net>; mconaghan newrycapital.com <mconaghan@newrycapital.com>
Subject: [ALERT External Email] 7918 West Drive - Sales Trailer

Hello Frank,

Thank you again for taking the time to speak with me yesterday. As a follow-up to our conversation, I wanted to confirm that we will comply with all required steps to obtain the necessary permits for the sales trailer on site. We appreciate your understanding and approval to allow the trailer to be brought to the property while the permitting process is underway.

We are excited to move the project forward and truly appreciate your support.

Thanks.

Vivian Z. Dimond
CEO, Founder
Bayshore Grove Management, LLC
305.338.9697 Cell
305.856.6131 x 347 Office
VDimond@bayshoregrovecapital.com

Logo

Frank Rollason

VILLAGE MANAGER

Phone: **(305) 756-7171**
Mobile: **(305) 299-7300**
Email: VillageManager@nbvillage.com
Website: **northbayvillage-fl.gov**
Address: **1666 Kennedy Causeway Suite 300**
North Bay Village, FL.33141

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Logo

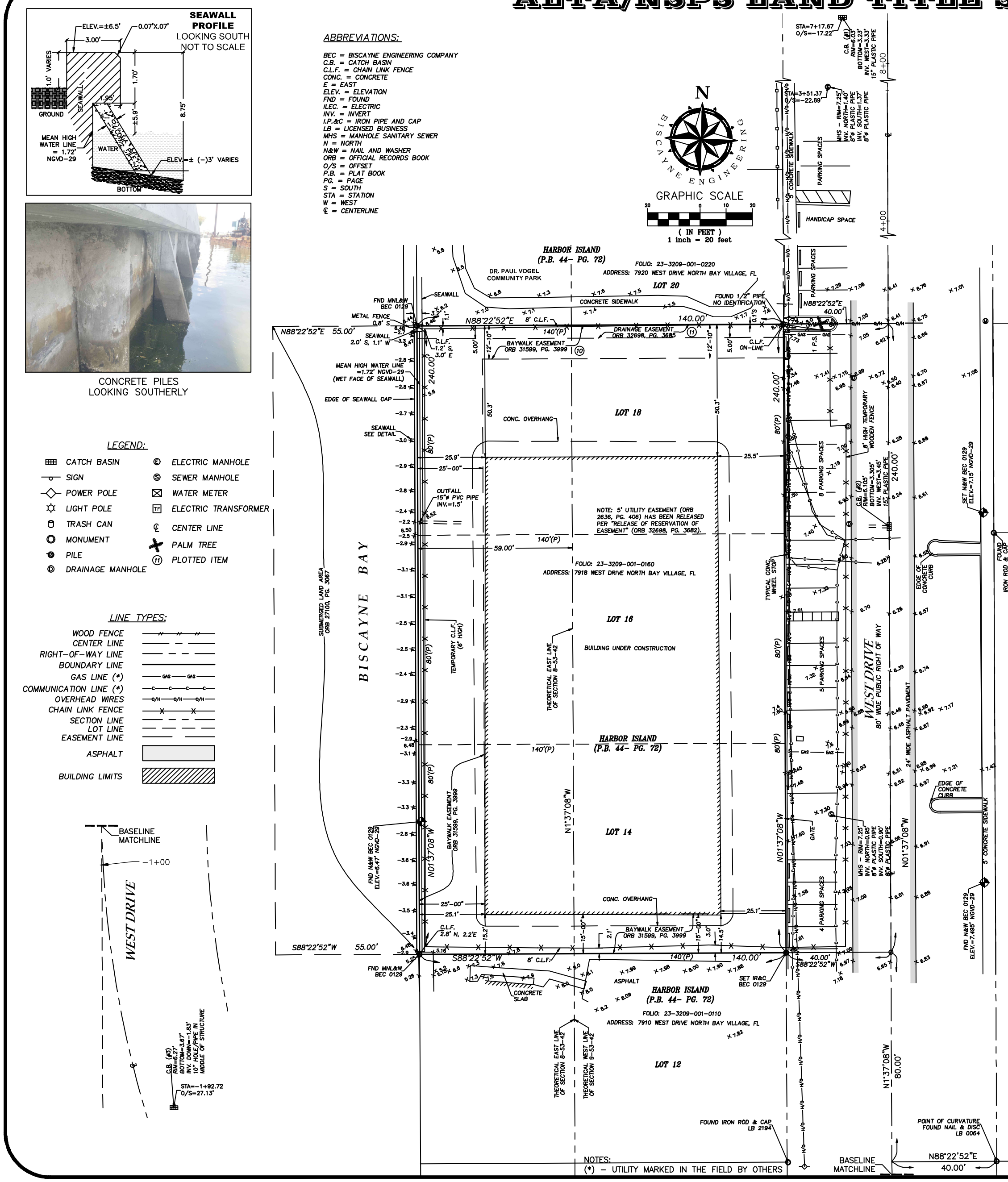
Frank Rollason

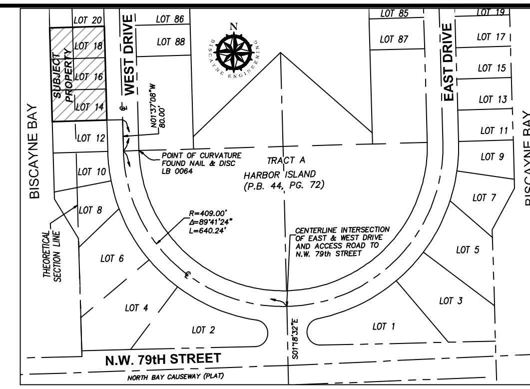
VILLAGE MANAGER

Phone: **(305) 756-7171**
Mobile: **(305) 299-7300**
Email: **VillageManager@nbvillage.com**
Website: **northbayvillage-fl.gov**
Address: **1666 Kennedy Causeway Suite 300**
North Bay Village, FL.33141

PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ALTA/NSPS LAND TITLE SURVEY





LOCATION MAP
1"=150'

LEGAL DESCRIPTION:

Lot 14, 16 and 18 of Harbor Island, according to the plat thereof, as recorded in Plat Book 44, page(s) 72, of the Public Records of Miami-Dade County, Florida.

SURVEYOR'S NOTES:

- Legal Description shown hereon per the Title Commitment provided provided by First American Title Insurance Company, Commitment No. 110508555, Revision No. 10/25/2024 Dated October 15th, 2024 at 8:00 am.

- This site lies in the following as shown: Sections 8 and 9, Township 53 South, Range 42 East, Miami-Dade County, Florida. See location map for tie to intersection.

- Bearings shown hereon are based on Plat Book 44, Page 72, and are referenced to the west right of way line of West Drive, having a bearing of N01°37'08"W.

- The subject property consists of multiple parcels, the common boundaries of which are contiguous, with no gores, gaps, hiatuses or overlaps.

- The accuracy of survey measurements shown hereon is based on the type of survey and expected use of the survey. redundant measurements and computation records substantiate the survey map. redundancy of measurements was obtained by multiple occupations of found and set control points. these methods have been tested by bec and found to have an expected accuracy of ± 0.07 feet horizontally, ± 0.03 feet vertically on hard surfaces, and ± 0.1 feet vertically on ground surfaces.

- Elevations are based upon National Geodetic Vertical Datum of 1929 (NGVD-1929), and are referenced to the Miami-Dade County Benchmark A-26, elevation = 6.18 feet NGVD-1929 being a PK nail and washer in concrete catch basin located 43' north of centerline of 79 Street Causeway Drive and 210' east of centerline of Pelican Harbor Drive.

- Dimensions and directions indicated hereon are calculated from field measurements using a total station electronic distance measurement (EDM) and measuring tape, unless otherwise noted.

- Underground improvements and/or underground encroachments, where they are not visible at surface ground level, are not shown including but not limited to buildings, structural appurtenances, storm drainage systems, tanks or rubbish fills.

- Symbols shown hereon are for reference and are not shown to scale.

- Directions of surface storm water "Drainage Flow" not determined by surveyor.

- No attempt was made by the surveyor to determine mineral rights ownership and/or rights-of-entry appurtenant thereto.

- Surveyor makes no statement as to ownership. This survey does not make any representations as to zoning, setbacks, or development restrictions on the subject property. No attempt has been made by the surveyor to interpret the zoning designation or determine compliance with said restrictions.

- This is not a mean high water line survey.

- Mean High Water (MHW) Elevation of 0.17 feet (NAVD88, 1.72' NGVD29) and the Mean Low Water (MLW) Elevation of (-)1.98' (NAVD88, -0.33' NGVD29) was obtained from Mr. Kevin Mears of Florida Department of Environmental Protection, Bureau of Survey and Mapping, Mean High Water Repository, per Tidal Water Survey Procedural Approval Form dated: 11/24/2025, Point Identification Number: 134, County: Miami-Dade.

- The Mean High Water Line was located along the wet face of the seawall as shown hereon (see Seawall Profile). Biscayne Engineering did not investigate the origins of the existing seawalls or docks, the history of dredged or filled lands, the limits of sovereignty submerged lands, accretion or alluvial, or submerged land leases. surveyor makes no claims or statements as to ownership.

- The Declaration of Restrictions recorded in Deed Book 2636, page 403, as amended in Official Records Book 486, page 236 was not referenced in the title exceptions. This Declaration affects the subject property and includes the following setback restrictions: "no building shall be erected on any lot or tract in said subdivision closer to the side lot lines than 10 feet, and in the event the building contains more than three stories, the distance from the side lot lines shall be increased 10 feet for the 4th, 7th, and 10th floors." Said Declaration also includes a 5' Utility Easement (ORB 2636, Page 406) which was not included in the referenced title commitment.

- There may be additional restrictions affecting this property found in the laws of North Bay Village, Miami-Dade County, and the State of Florida.

- ALTA/NSPS Table A optional survey requirements requested by the client are certified hereon.

- Boundary monuments of the subject property were set or found as shown hereon. (Table A, item 1)

- Folio number of the subject property: 23-3209-001-0160
Address of the subject property: 7918 West Drive, North Bay Village, FL.
(Folio numbers and address are per the Miami-Dade County Tax Appraiser's website) (Table A, item 2)

- Lands shown hereon are located in Federal Flood Zone "AE", Elevation 8 feet, per FIRM Map Numbers 12086C0306, Suffix L, Community Name: City of North Bay Village, Community Number: 120654, Revised: September 11, 2009. (Table A, item 3)

- The subject property contains an area of 33,600 S.F. or 0.8 Acres more or less. (Table A, item 4)

- Zoning report was not provided by the client. (Table A, item 6)

- Building was under construction at the time of the survey. (Table A, item 7)

- The subject property consists of improvements which were surveyed at ground level, as shown hereon. (Table A, item 8)

- No visible parking spaces were found within the subject property. (Table A, item 9)

- Underground utility lines shown hereon were marked by others and located by BEC. The location of underground utility lines shown in this survey are for informational purposes only. In response to Sunshine 811 locate request No. 319206315, the client provided responses from the following facility operators indicating that there are no facilities at the subject property; AT&T/Distribution, Atlantic Broadband, Dade County Public Works and Traffic, Florida Power and Light-Subaqueous, Florida Power and Light--Dade, and Hotwire Communications, Teco Peoples Gas South Florida member indicated it does not have accurate information to perform the requested locate. (Table A, item 11)

- The folios/owners of adjoining properties were referenced from the Miami-Dade County Property Appraiser's website and are shown hereon where applicable. (Table A, item 13)

- The distance to the nearest intersecting streets have been shown hereon, (Table A, item 14)

- Evidence of recent construction or recent earth moving work was observed at the time of the survey. (Table A, item 16)

- The surveyed property is accessible via West Drive. Client has not notified the surveyor of proposed changes in street right-of-way lines. Construction was observed at the time of the survey. Some recent roadway construction was observed. (Table A, item 17)

TITLE EXCEPTIONS:

Subject to the following matters of record as designated in Schedule B Section II, Exceptions of First American Title Insurance Company, ALTA Commitment for Title Insurance; File/Commitment No. 1105085551, Revision No. 10/25/2024; Property Address: 7918 West Drive, North Bay Village, Miami Dade, FL; Commitment Date: October 15th, 2024 at 8:00 AM.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
NOT A SURVEY MATTER, Not Reviewed or Considered.

2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
NOT A SURVEY MATTER, Not Reviewed or Considered.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
See Survey Map hereon.

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
NOT A SURVEY MATTER, Not Reviewed or Considered.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
Biscayne Engineering has no knowledge regarding the origins of the water boundary or seawall and makes no claims or assertions regarding the limits of ownership.

6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
NOT A SURVEY MATTER, Not Reviewed or Considered.

7. INTENTIONALLY DELETED.
N/A.

8. Taxes and assessments for the year 2024 and subsequent years, which are not yet due and payable.
NOT A SURVEY MATTER, Not Reviewed or Considered.

9. Provisions of the Plat of HARBOR ISLAND, recorded in Plat Book 44, Page 72 of the Public Records of MIAMI-DADE County, Florida.
Appears to affect the Subject property; this is a blanket type instrument.

(10) Baywalk Easement by and between P&O Global Technologies, Inc and North Bay Village recorded in Book 31599, Page 3999.
Easement appears to affect the Subject property and is plotted hereon.

(11) Non-Exclusive North Bay Village Drainage Easement recorded in Book 32698, Page 3685.
Appears to affect the Subject property and is plotted hereon.

12. The policy does not insure title to any part of the Land lying below the Mean High Water Line of the abutting body of water.
Not Reviewed or Considered. This is not a Mean High Water Line Survey.

13. Rights of the United States Government to that part of the Land, if any, being artificially filled in land in what was formerly navigable waters arising by reason of the United States Government control over navigable waters in the interest of navigation and commerce.
Subject property may abut a navigable water body. Biscayne Engineering has no knowledge regarding the origins of the seawall (location of seawall shown) and makes no claims or assertions regarding the limits of ownership.

14. Riparian and/or littoral rights are not insured.
Not a survey matter. Not reviewed or considered. This survey does not consider riparian lines or riparian rights.

15. Any adverse claim to any portion of the land which has been created by artificial means or has accreted to any such portion so created.
Biscayne Engineering has no knowledge regarding the origins of the water boundary or seawall and makes no claims or assertions regarding the limits of ownership.

16. The policy does not insure title to any part of the Land lying below the Mean or Ordinary High Water Line of the abutting body of water.
Not Reviewed or Considered. This is not a Mean High Water Line Survey.

17. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).
NOT A SURVEY MATTER, Not Reviewed or Considered.

18. The maximum liability under this policy is presently limited to the value of the land but will increase to include the actual cost of improvements erected thereon, in good faith and fully paid for, not to exceed the Amount of Insurance. (as to Owner's Policy only)
NOT A SURVEY MATTER, Not Reviewed or Considered.

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES TO:

- First American Title Insurance Company
- Pacific & Orient Properties, LLC, a Delaware limited liability company
- S3 RE Tula Funding LLC

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)(b), 7(a)(b1)(c), 8, 9, 11, 13, 14, 16, 17, and 19 of Table A thereof. the fieldwork was completed on 10-21-2024. This survey also was prepared under my responsible charge, in accordance with the standards of practice for surveying and mapping as set forth by the State of Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

Biscayne Engineering Company, Inc.
529 West Flagler Street, Miami, FL. 33130
(305) 324-7671
State of Florida Department of Agriculture
LB-0000129

Survey Date: 11-26-2025

Digitally signed by Alberto J Rabionet
Date: 2025.12.03 16:46:14-05'00'

Alberto J. Rabionet, PSM, for the firm
Professional Surveyor and Mapper No. 7218
State of Florida

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C. THIS ITEM HAS BEEN DIGITALLY SIGNED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ORDER #	DATE	F.B. #	COMMENTS
03-84539	12-13-14	2793/53-59	BOUNDARY SURVEY
03-85189	12-19-15	2859/21-25	ADD ELEVATIONS
03-85886	06-29-17	2907/34-37	AS-BUILT NEW SEAWALL
03-86862	06-15-20	3028/42,43	UPDATE SURVEY
03-86912	08-31-20	3039/18-19	LIMITED SURVEY UPDATE (ONLY DRAINAGE STRUCTURES UPDATED)
03-86912	10-13-22	3028/42,43	LIMITED SURVEY UPDATE (SPOT ELEVATIONS ADDED)
03-86912	10-13-22	3028/42,43	UPDATED ALTA/NSPS LAND TITLE SURVEY
03-86079	11-06-24	3028/42,43	UPDATED ALTA/NSPS LAND TITLE SURVEY
25010825	12-01-25	3028/42,43	UPDATED ALTA/NSPS LAND TITLE SURVEY

BISCAYNE ENGINEERING COMPANY, INC.
Consulting Engineers Planners Surveyors
MIAMI
529 WEST FLAGLER STREET
FLORIDA, 33130
PH: (305) 324-7671
FAX: (305) 324-0809
WEB SITE: www.biscayneengineering.com
E-MAIL: info@biscayneengineering.com
FOUNDED 1898

7914, 7916, & 7918 West Drive
North Bay Village, FL

FOR: PACIFIC & ORIENT PROPERTIES

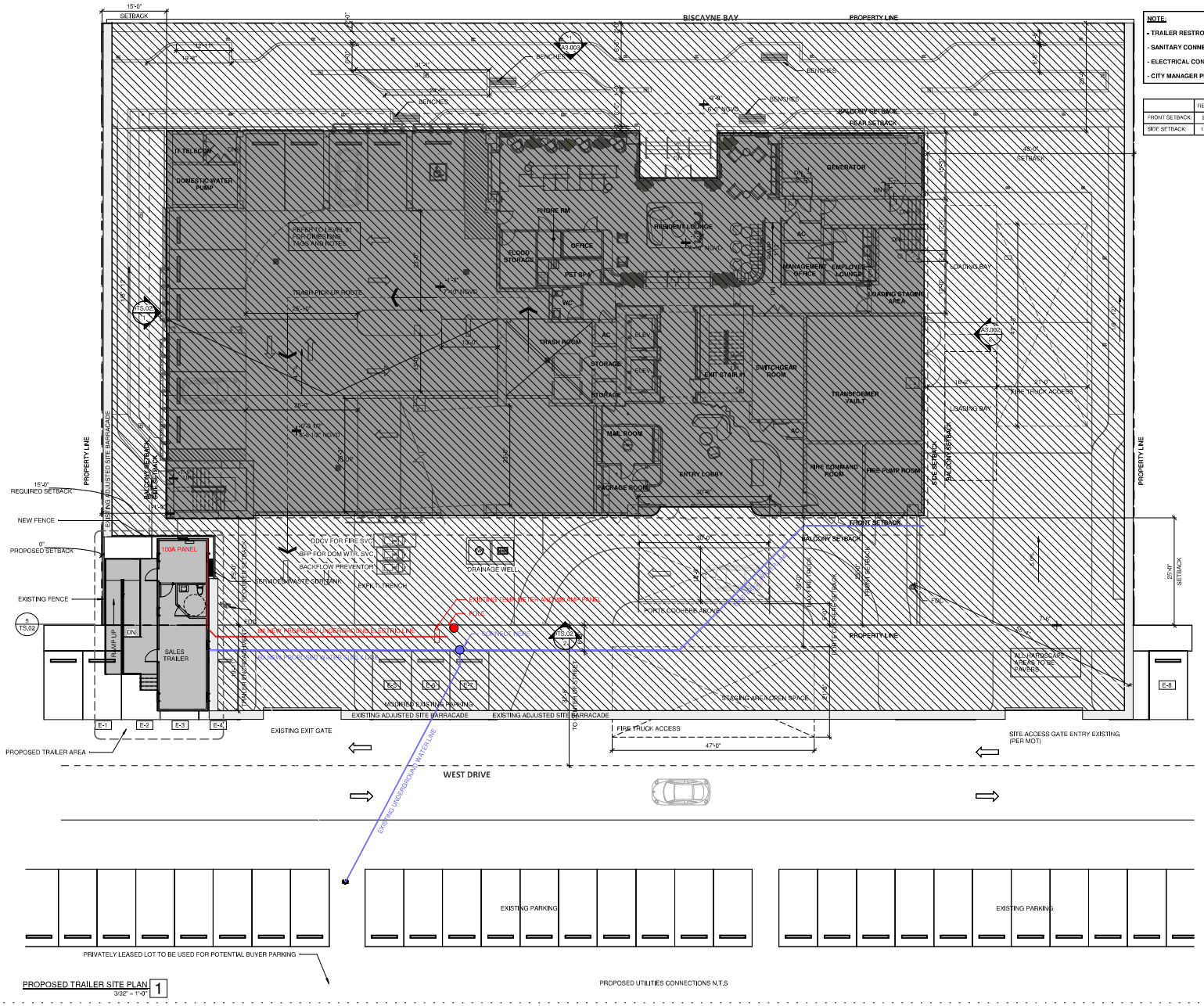
SCALE: SHOWN	DESIGNED BY: A.J.R.	DRAWN BY: W.H./P.M./A.S.	CHECKED BY: A.J.R./P.M.
DATE: 11-26-25	APPROVED BY: A.J.R.	F.B./PG.: 3028/42,43, 3111/39	

ORDER No. 25010825
SHEET No. 1 of 1

This drawing is the property of Biscayne Engineering Company, Inc. and shall not be used or reproduced, in whole or in part without permission of Biscayne Engineering Company, Inc.

DATE: Dec 03, 2025 - 3:09pm EST FILE: F:\SURVEY\PROJECTS - ATWELL\2025\25010825 7914, 7916, & 7918 WEST DRIVE - PACIFIC & ORIENT PROPERTIES, LLC\DWG\Survey\25010825.dwg

DC-5638-ALTA-2



PROPOSED TRAILER SITE PLAN 1
3/32" = 1'-0"

NOTE:

- TRAILER RESTROOM IS ADA COMPLIANT.
- SANITARY CONNECTION TO TEMPORARY FACILITIES BY OTHERS.
- ELECTRICAL CONNECTIONS BY OTHERS.
- CITY MANAGER PERMISSION FOR ENCROACHMENT

	REQUIRED:	PROPOSED:	NOTES:
FRONT SETBACK:	25' - 0"	0' - 0"	VARIANCE REQUESTED
SIDE SETBACK:	15' - 0"	0' - 0"	VARIANCE REQUESTED

PROJECT | OWNER

TULA
7918 WEST DRIVE
NORTH BAY VILLAGE | FL | 33141
P&O GLOBAL TECHNOLOGIES
2665 SOUTH BAYSHORE DRIVE M-102
COCONUT GROVE, FL 33143

ARCHITECT

DESIGNER
MTTR MGMT
7280 NW 17TH CT | MIAMI FL | 33150
T | 786.409.3363
www.ma77er.com

CONSULTANTS

ARCHITECT OF RECORD
MTTR MGMT XX, LLC
7280 NW 17TH CT | MIAMI FL | 33150
T | 786.409.3363
www.ma77er.com

CONTRACTOR
A&R DEVELOPMENT
6511 NOVA DR, #150
DAVIE | FLORIDA | 33317
T. 954-568-8861

CIVIL
OCEAN ENGINEERING, INC
333 NE 24TH ST, SUITE 408
MIAMI | FL | 33137
T. 786-253-5252

LANDSCAPE
HL MARTIN, LANDSCAPE ARCHITECT, PA
6965 SW 38TH ST.
MIAMI | FL | 33155
T. 305-790-4372

STRUCTURAL
THORNTON TOMASETTI
101 NE THIRD AVENUE STE. 1170
FORT LAUDERDALE | FL | 33301
T. 954-903-9300

MEP
FELLER ENGINEERING P.E., LLC
2810 E OAKLAND PARK BLVD STE. 101
FORT LAUDERDALE | FL | 33306
T. 954-467-1402

FIRE
SOCOTEC LIFE SAFETY, LLC
260 PALERMO AVENUE
CORAL GABLES | FL | 33134
T. 888-224-9911

WATERPROOFING
PARAMOUNT CONSULTING & ENG, LLC
6135 NW 167th St Suite E-1
Miami Gardens | FL | 33015
T. 305 698-0550

GEOTECHNICAL
UNIVERSAL ENGINEERING SCIENCES
9960 NW 116TH WAY, SUITE 8
MIAMI | FL | 33178
T. 305-249-8434

REVISIONS

ALL DRAWINGS AND WRITTEN MATERIALS HEREIN CONSTITUTE ORIGINAL WORK OF THE ARCHITECT AND MAY ONLY BE DUPLICATED WITH THEIR WRITTEN CONSENT

SEAL

SYLVIA PAWLOWSKI
LIC # AR10925

PROJECT NO 1701

DRAWING TITLE

PROPOSED TRAILER SITE PLAN

SCALE 3/32" = 1'-0"

SHEET #

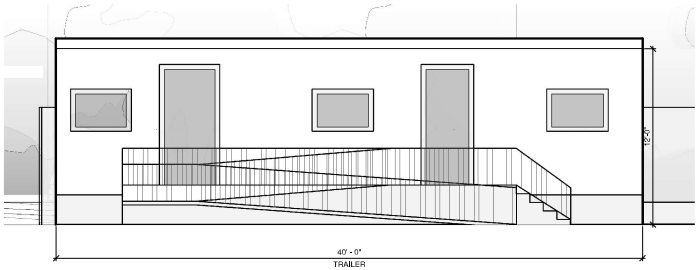
TS.01

STATUS

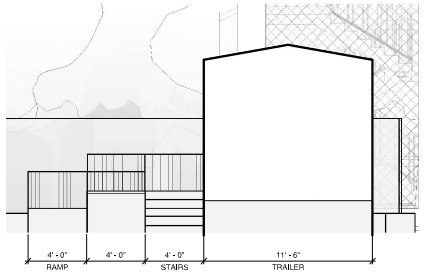
CONSTRUCTION DOCUMENTS
2016.07.22

4/9/2026 5:03:30 PM

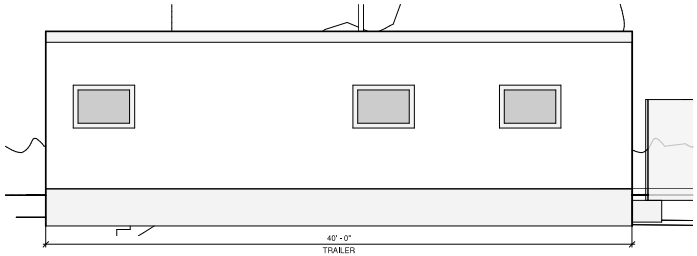
NOTE:
- TRAILER RESTROOM IS ADA COMPLIANT.
- SANITARY CONNECTION TO TEMPORARY FACILITIES BY OTHERS.
- ELECTRICAL CONNECTIONS BY OTHERS.



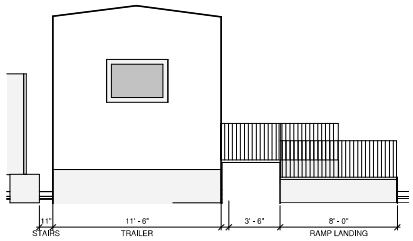
SALES TRAILER SOUTH ELEVATION 1
1/4" = 1'-0"



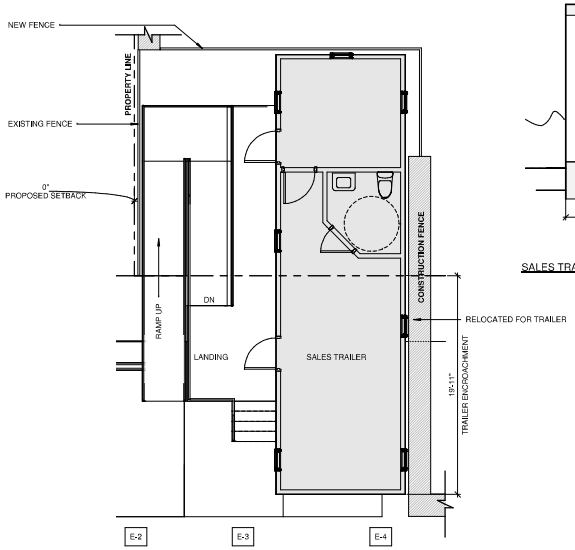
SALES TRAILER EAST ELEVATION 2
1/4" = 1'-0"



SALES TRAILER NORTH ELEVATION 3
1/4" = 1'-0"



SALES TRAILER WEST ELEVATON 4
1/4" = 1'-0"



PROPOSED TRAILER SITE PLAN - ENLARGED 5
3/16" = 1'-0"

PROJECT | OWNER

TULA
7918 WEST DRIVE
NORTH BAY VILLAGE | FL | 33141
P&O GLOBAL TECHNOLOGIES
2665 SOUTH BAYSHORE DRIVE M-102
COCONUT GROVE, FL 33143

ARCHITECT

DESIGNER
MTTR MGMT
7290 NW 17TH CT | MIAMI FL | 33150
T | 786.409.3363
www.ma77er.com

CONSULTANTS

ARCHITECT OF RECORD
MTTR MGMT XX, LLC
7290 NW 17TH CT | MIAMI FL | 33150
T | 786.409.3363
www.ma77er.com

CONTRACTOR
A&R DEVELOPMENT
6511 NOVA DR, #150
DAVIE | FLORIDA | 33317
T. 954-568-8861

CIVIL
OCEAN ENGINEERING, INC
333 NE 24TH ST, SUITE 408
MIAMI | FL | 33137
T. 786-253-5252

LANDSCAPE
H.L MARTIN, LANDSCAPE ARCHITECT, PA
6965 SW 98TH ST.
MIAMI | FL | 33155
T. 305-790-4372

STRUCTURAL
THORNTON TOMASETTI
101 NE THIRD AVENUE STE. 1170
FORT LAUDERDALE | FL | 33301
T. 954-903-9300

MEP
FELLER ENGINEERING P.E., LLC
2810 E OAKLAND PARK BLVD STE. 101
FORT LAUDERDALE | FL | 33306
T. 954-467-1402

FIRE
SOCOTEC LIFE SAFETY, LLC
260 PALERMO AVENUE
CORAL GABLES | FL | 33134
T. 888-224-9911

WATERPROOFING
PARAMOUNT CONSULTING & ENG, LLC
6135 NW 167th St Suite E-1
Miami Gardens | FL | 33015
T. 305 698-0550

GEOTECHNICAL
UNIVERSAL ENGINEERING SCIENCES
9960 NW 116TH WAY, SUITE 8
MIAMI | FL | 33178
T. 305-249-8434

REVISIONS

ALL DRAWINGS AND WRITTEN MATERIALS HEREIN CONSTITUTE ORIGINAL WORK OF THE ARCHITECT AND MAY ONLY BE DUPLICATED WITH THEIR WRITTEN CONSENT

SEAL

SYLVIA PAWLOWSKI
LIC # AR100925

PROJECT NO 1701

DRAWING TITLE

PROPOSED TRAILER PLAN + ELEVATIONS

SCALE As indicated

SHEET #

TS.02

STATUS

CONSTRUCTION DOCUMENTS
2016.07.22

4/10/2026 10:50:45 AM

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

April 21, 2026

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Property owners within 200 feet of:
ADDRESS: 7918 West Drive, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-001-0160

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 most current records on file in the Miami-Dade County Property Appraisers' Office.

Sincerely,

Diana B. Rio

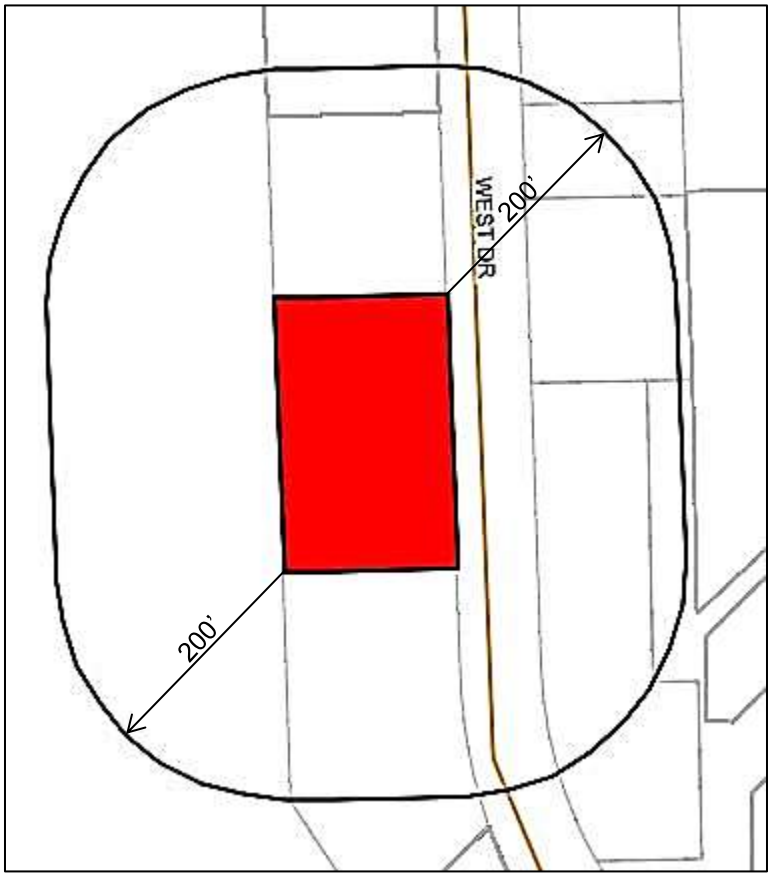
Total number of property owners without repetition: **94, including 1 international**

NAME 1	NAME 2	NAME 3	ADDRESS	CITY	STATE	ZIP	COUNTRY
LORRAINE GUEVARA			419 PALMERSTON BLVD	TORONTO ON M6G 2N9			CANADA
306 CONDO ASSN INC			7900 HARBOR ISLAND DR	NORTH BAY VILLAGE	FL	33141	USA
7928 ISLAND LLC			13085 SW 132 AVE	MIAMI	FL	33186	USA
7928 W DR 802 LLC			501 GRAND CONCOURSE	MIAMI SHORES	FL	33138	USA
ADRIAN R SOSA	ALOIXE SOSA		7928 WEST DR 607	NORTH BAY VILLAGE	FL	33141	USA
ADRIAN REINALDO SANCHEZ ROIG	KIRSTEN PAIGE RISSOVER		7928 WEST DR UNIT 806	NORTH BAY VILLAGE	FL	33141	USA
ALESSA C QUIROZ			7928 WEST DR 303	NORTH BAY VILLAGE	FL	33141	USA
ALVIE GENTRY			7928 WEST DR #PH 11	NORTH BAY VILLAGE	FL	33141	USA
ALVIE W GENTRY & JOYCE W			7928 WEST DR #PH11	NORTH BAY VILLAGE	FL	33141-5552	USA
ANA JULIA FONSECA			7928 WEST DR APT 506	NORTH BAY VILLAGE	FL	33141-5566	USA
ANDREW ROTONDARO	KRISZTINA ROTONDARO		7928 WEST DR #PH6	NORTH BAY VILLAGE	FL	33141	USA
ANDRIA RIVERO			7928 WEST DR 906	NORTH BAY VILLAGE	FL	33141	USA
ANDUJAR BUSINESS INC			7705 ABBOTT AVE 506	MIAMI BEACH	FL	33141	USA
ARMANDO GUERRA			7928 WEST DR #904	NORTH BAY VILLAGE	FL	33141	USA
BIS CONCEPTS LLC			7525 ADVENTURE AVE	N BAY VILLAGE	FL	33141	USA
CARLOS A ZUNIGA			7928 WEST DR #301	NORTH BAY VILLAGE	FL	33141-5566	USA
CARMEN VIRGINIA PALACIOS			7928 WEST DR 503	NORTH BAY VILLAGE	FL	33141	USA
CAROLE A GIANQUITTO	DONALD W GIANQUITTO		236 SWAIN POND AVE	MELROSE	MA	02176	USA
CESAR MACEDO REIS &W TERESA C			7928 WEST DR UNIT PH-1	NORTH BAY VILLAGE	FL	33141-5552	USA
CITY OF NORTH BAY VILLAGE			1666 KENNEDY CSWY STE 700	NORTH BAY VILLAGE	FL	33141	USA
CLAUDIA J ALVAREZ	SANDRA GARCIA PARDO		7928 WEST DR UNIT PH3	NORTH BAY VILLAGE	FL	33141	USA
DAMIAN ANDUJAR	JORGE ANDUJAR		7705 ABBOTT AVE 506	MIAMI BEACH	FL	33141	USA
DANIEL DIEZ &W GADELAY			6794 SW 94 ST	PINECREST	FL	33156-1735	USA
DAVID IRIZARRY	BIVIANA RODRIGUEZ		7928 WEST DR #406	NORTH BAY VILLAGE	FL	33141	USA
DELIA I GOMEZ			7928 WEST DR #805	NORTH BAY VILLAGE	FL	33141-5553	USA
DIGRAN GARABEDIAN			7928 WEST DR 402	NORTH BAY VILLAGE	FL	33141	USA
DINA JACK KHAYYAT TRS	DINA JACK KHAYYAT REVOCABLE TRUST		7928 WEST DR 911	NORTH BAY VILLAGE	FL	33141	USA
EL AD NBV LLC			150 E PALMETTO PARK RD 400	BOCA RATON	FL	33432	USA
ELIZABETH ANN O SHEA			ONE TOMS POINT LN BLDG ONE 2H	PORT WASHINGTON	NY	11050	USA
ERIC KELLER	RUBY KELLER		7928 WEST DR 905	NORTH BAY VILLAGE	FL	33141	USA
FABIO ALEXANDER PIZELMAN TRS	THE FABIO ALEXANDER PIZELMAN REV	TRUST	7928 WEST DR 709	NORTH BAY VILLAGE	FL	33141	USA
FADELI BUSINESS AND HOME LLC			119 S CLYDE AVE	KISSIMMEE	FL	34741	USA
FRANCISCO GUZHNAY LE	ROSA GUZHNAY LE	REM CARLOS GUSTAVO GUZHNAY	7928 WEST DR 305	NORTH BAY VILLAGE	FL	33141	USA
GABRIEL PASZTOR			19995 NE 5 CT #2B	MIAMI	FL	33179	USA
GABRIELA ZAPATA			835 NE 87 ST	MIAMI	FL	33138	USA
GAETANO S MIGLIACCIO			7928 WEST DR 603	NORTH BAY VILLAGE	FL	33141	USA
GATOR HARBOR WEST LTD			7850 NW 146 ST 4TH FLOOR	MIAMI LAKES	FL	33016	USA
HECTOR CARMENATES			7928 WEST DR #403	NORTH BAY VILLAGE	FL	33141	USA
HERNAN CERVETTO			7928 WEST DR #404	NORTH BAY VILLAGE	FL	33141	USA
HOLGER LUTZ			10826 SW 89 LN	MIAMI	FL	33176	USA
ISAAC SHAFTAL	DOMINIQUE SHAFTAL		7928 WEST DR 705	NORTH BAY VILLAGE	FL	33141	USA
ISAIAS CRUZ			9817 N MIAMI AVE	MIAMI SHORES	FL	33150	USA
JAVIER G ROBAYO &W LAURA			7928 WEST DR #401	NORTH BAY VILLAGE	FL	33141-5566	USA
JESENIA CARNERO			7928 WEST DR APT 308	NORTH BAY VILLAGE	FL	33141-5566	USA
JHEISON E MARIN	GLENDA G GOMEZ VICTORES		7928 WEST DR PH4	NORTH BAY VILLAGE	FL	33141	USA
JIMORTY INVESTMENTS LLC			850 NE 71 ST	MIAMI	FL	33138	USA
JOHN WARD			PO BOX 374	WINCHESTER	MA	01890	USA

JOVI INVESTMENTS 7501 LLC			1824 NW 21 TER	MIAMI	FL	33142	USA
JULDIN LLC			333 NORTH SHORE DR	MIAMI BEACH	FL	33141	USA
KARIMA HUDSON			7928 WEST DR 408	NORTH BAY VILLAGE	FL	33141	USA
KEITH LUDWIGSEN			7934 WEST DR #903	NORTH BAY VILLAGE	FL	33141	USA
KRISTINA SURTSEVA	MATEUSZ KLIMECKI		7928 WEST DR 409	NORTH BAY VILLAGE	FL	33141	USA
KWAME SAMUEL RUBADIRI			7928 WEST DR PH 2	NORTH BAY VILLAGE	FL	33141	USA
LGO INVESTMENTS LLC			7928 WEST DR 702	NORTH BAY VILLAGE	FL	33141	USA
LISA HALLORAN			7935 E DR #404	NORTH BAY VILLAGE	FL	33141	USA
LISA S MEOLI			7928 WEST DR #810	NORTH BAY VILLAGE	FL	33141-5553	USA
LYDIA LOUSKY			7928 WEST DR 410	NORTH BAY VILLAGE	FL	33141	USA
MARIA LUISA MAGANA			7928 WEST DR #311	NORTH BAY VILLAGE	FL	33141-5566	USA
MARIE ELIZABETH WRIGHT			7928 WEST DR 908	NORTH BAY VILLAGE	FL	33141	USA
MARIO SANABRIA			7928 WEST DR 507	NORTH BAY VILLAGE	FL	33141	USA
MATTHEW DAVID LOHR	MYRIAM LOHR		7928 WEST DR 306	NORTH BAY VILLAGE	FL	33141	USA
MEIR KOREN	NIR YOSEF		7410 GARY AVE	MIAMI BEACH	FL	33141	USA
MELISSA E DIAZ			7928 WEST DR PH5	NORTH BAY VILLAGE	FL	33141	USA
MERCI LUCIE CORP			1305 SW 21 ST	MIAMI	FL	33145	USA
MICHAEL MEYER			PO BOX 531262	MIAMI	FL	33153	USA
MOGA GROUP LLC			7928 WEST DR UNIT 601	NORTH BAY VILLAGE	FL	33141	USA
MYRIAM AMBRIOSE LOHR	MATTHEW DAVID LOHR		7928 WEST DR 605	NORTH BAY VILLAGE	FL	33141	USA
NBV GROUP LLC	CONTINUUM INVESTMENT GROUP INC		2199 PONCE DE LEON BLVD STE 301	CORAL GABLES	FL	33134	USA
NEW FUTURE WORLD INVESTMENTS LLC			14221 SW 120 ST 203	MIAMI	FL	33186	USA
OLGA PALERMO TRS	OLGA PALERMO REVOCABLE TR		32 FOREST RIDGE RD	NYACK	NY	10960	USA
PACIFIC AND ORIENT	PROPERTIES LLC		224 COMMERCIAL BLVD 206	FORT LAUDERDALE	FL	33308	USA
PANAREA PROPERTIES LLC			540 NE 50 TER	MIAMI	FL	33137	USA
PATRICK GEVAS			17210 TAWNY OWL TRL	LOXAHATCHEE	FL	33470-1146	USA
PATRICK L DUFFY	MAUREEN P DUFFY		501 GRAND CONCOURSE	MIAMI SHORES	FL	33138	USA
PAUL ALVA			7928 WEST DR APT 310	NORTH BAY VILLAGE	FL	33141-5566	USA
POITAHUE LLC			1126 S FEDERAL HWY 862	FORT LAUDERDALE	FL	33316	USA
ROBERTO CESAR MARTEGANI	IGNACIO CESAR MARTEGANI		7928 WEST DR 902	NORTH BAY VILLAGE	FL	33141	USA
ROBERTO COLLANTES &W NATALIA			7928 WEST DR #304	NORTH BAY VILLAGE	FL	33141-5566	USA
RONALD ROBERTS JR	JANET ROBERTS		7928 WEST DR 701	NORTH BAY VILLAGE	FL	33141	USA
SACHIN BHANDARI			3835 CAMINO LOOP	DUBLIN	CA	94568	USA
SALVADOR CORPUS PEREZ	ALEJANDRO CORPUS POSADAS	CAMILA MAE NAVAS	7928 WEST DR 510	NORTH BAY VILLAGE	FL	33141	USA
SERGUEI HERNANDEZ	INDRA CANTILLO MEJUTO		7928 WEST DR 407	NORTH BAY VILLAGE	FL	33141	USA
SILVIA M VARELA			7928 WEST DR #808	NORTH BAY VILLAGE	FL	33141-5553	USA
SUZANNE RENEE MOTOLA			7928 WEST DR #807	NORTH BAY VILLAGE	FL	33141	USA
THOMAS J PARKER	JUDITH PARKER		7928 WEST DR #710	NORTH BAY VILLAGE	FL	33141	USA
TODD BRUBAKER			245 PERKINS ST #68	OAKLAND	CA	94610	USA
VALLEYVIEW REIT LLC			7925 WEST DR	NORTH BAY VILLAGE	FL	33142	USA
VIRGINIA PEREIRA ALVAREZ TRS	VIRGINIA PEREIRA ALVAREZ REV TR		5252 NW 85 AVE #1504	DORAL	FL	33166	USA
VIVIAN GONZALEZ			1635 NW 15 ST	MIAMI	FL	33125-2463	USA
VIVIAN HAYDAR			5905 SAN VICENTE ST	CORAL GABLES	FL	33146-2728	USA
WILLIAM G HAGGERTY	DORA L ECHEVERRY		7928 WEST DR 704	NORTH BAY VILLAGE	FL	33141	USA
YASMINE KOTB	CARLA M SILVA		PO BOX 415088	MIAMI BEACH	FL	33141	USA
YOLANDA LEE LE	REM MADALEYDA FERRA HERNANDEZ		7928 WEST DR #801	NORTH BAY VILLAGE	FL	33141	USA
ZVONIMIR ZIMBREK	CAMILA MYE TAKAMUNE ZIMBREK		7928 WEST DR #411	NORTH BAY VILLAGE	FL	33141	USA

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

200' RADIUS MAP (N.T.S.)



ADDRESS: 7918 West Drive, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-001-0160

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

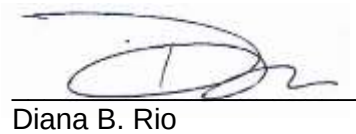
April 22, 2026

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Property owners within 200 feet of:
ADDRESS: 7918 West Drive, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-001-0160

I affirm the notices were sent via First Class mail on 4/22/2026.

Sincerely,



Diana B. Rio

Total number of property owners without repetition: **94, including 1 international**

DANGER
CONSTRUCTION AREA
KEEP OUT

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
May 8, 2024 at 6:00 PM — May 21, 2024 at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: Pacifico & Ocean Properties, LLC

LOCATION: 7918 West Drive, North Bay Village, FL 33141

USE EXCEPTION REQUEST: The Applicant seeks approval for the following:

1. To permit a Temporary Staging of Construction and Sales Marketing Office for a Multi-Family Residential development to be located at 7918 West Drive, with a front setback of zero (0) feet where twenty-five (25) feet are required and a side setback of zero (0) feet where fifteen (15) feet is required.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written comments in advance of the hearing to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: melissamartin@nbvfl.org

The Board of 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 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 72 hours prior to the meeting(s) on the Village's government calendar.

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 such 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 G. Chang, CMC
Village Clerk

7918
WEST DRIVE

MAILBOX
7918 WEST DRIVE

WARNING
24 HOUR
VIDEO
SURVEILLANCE

SIL

DANGER

CONSTRUCTION AREA

KEEP OUT

7918 WEST DRIVE

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
May 6, 2026 at 6:00 PM

Village Commission
May 19, 2026 at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: Pacific & Orient Properties, LLC

LOCATION: 7918 West Drive, North Bay Village, FL 33141

USE EXCEPTION REQUEST: The Applicant seeks approval for the following:

1. To permit a Temporary Staging of Construction and Sales /Marketing Office for a Multi-Family Residential Development to be located at 7918 West Drive, with a front setback of zero (0) feet where twenty-five (25) feet are required and a side setback of zero (0) feet where fifteen (15) feet is required.

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


NOT A
SIDEWALK
DANGER
CONSTRUCTION AR
KEEP OU
A&K DEVELOPMENT
CGC152007

NOT A SIDEWALK

44 1/2

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
May 6, 2026 at 6:00 PM

Village Commission
May 19, 2026 at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: Pacific & Orient Properties, LLC

LOCATION: 7918 West Drive, North Bay Village, FL 33141

USE EXCEPTION REQUEST: The Applicant seeks approval for the following:

1. To permit a Temporary Staging of Construction and Sales /Marketing Office for a Multi-Family Residential Development to be located at 7918 West Drive, with a front setback of zero (0) feet where twenty-five (25) feet are required and a side setback of zero (0) feet where fifteen (15) feet is required.

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

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 MAY 6, 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:

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.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS LLC 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 ZERO (0) 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 PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; 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: 858 3784 9219
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

Share:

FILTERS | Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Public Notice - Planning & Zoning Board of North Bay Village meeting

North Bay Village | Publish Date: Apr 21, 2026

Public Notice is hereby given that the Planning & Zoning Board of North Bay Village, FL, will hold a regular meeting on May 6, 2026 at 6 p.m. at 1666 Kennedy Causeway, #101, North Bay Village, FL 33141 and via Zoom, or as soon as possible thereafter.

Public Notice - Senior Management Class Designation

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 MAY 19, 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 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.

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.

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.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) 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 7940 NBV PARTNERS LLC 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 ZERO (0) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

Share:

FILTERS | Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing – North Bay Village

North Bay Village | Publish Date: May 4, 2026

Public hearing notice for North Bay Village regarding proposed ordinances, resolutions, meeting participation options, and ADA accommodations.

ITEM NO. 13.E

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: May 19, 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 7940 NBV PARTNERS LLC 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 ZERO (0) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

Staff recommends **approval** of the Use Exception pursuant to Sec. 8.11(B)(4), subject to the adoption of the proposed ordinance as well as the conditions included in the staff report.

At its May 6, 2026 meeting, the Planning and Zoning Board voted to recommend **Approval**, subject to a modification of Condition No. 5 to permit an approved timeframe through May 14, 2028, or until completion of sales, whichever occurs first.

BACKGROUND AND ANALYSIS

See attached Staff Report

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT
None

ATTACHMENT(S):
Resolution 7940 W Dr (Sales Center Relocation).docx
Staff Report - 7940 W Dr Sales Center Post P&Z Board.docx
1 - Application.pdf
2 - Letter of Intent.pdf
3 - Boundary Survey.pdf
4 - Architectural Plans.pdf
7938-7940 Mailers and Posting.pdf
Notice of Public Hearing- MDC Legal Ads 04.21.2026.pdf
Notice of Public Hearing - MDC Legal Ads 05.04.2026.pdf

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS LLC 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 ZERO (0) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 7940 NBV Partners LLC (the "Applicant") submitted an application requesting to relocate a Temporary Sales Center pursuant to Section 8.11(B)(4) of the Unified Land Development Code ("ULDC") for property located at 7938 and 7940 West Drive, North Bay Village, Florida, identified by Folio No. 23-3209-001-0400 and 23-3209-001-0420, located within the RM-70 Multiple Family Residential zoning district (the "Property"); and

WHEREAS, the Property is the site of an approved multifamily residential development, commonly referred to as the Pagani Residences project; and

WHEREAS, Section 8.10.D.4.b of the ULDC requires a minimum rear setback of twenty-five (25) feet and a minimum second side setback of forty-eight (48) feet within the RM-70 zoning district; and

WHEREAS, the Applicant further requests authorization to locate the temporary sales center trailer within the required rear and second side (view corridor) setback areas of the RM-70 zoning district, specifically proposing a reduction of the rear setback from twenty-five (25) feet to fifteen (15) feet and the second side setback from forty-eight (48)

feet to zero (0) feet, due to commencement of construction on the Property and limited available space, and represents that such reductions are the minimum necessary to avoid conflicts with ongoing construction activities; and

WHEREAS, after a duly noticed public hearing held on _____, 2026, the Planning and Zoning Board considered and voted to [recommend approval / recommend approval with conditions / recommend denial] of the Application to the Village Commission; and

WHEREAS, the Mayor and Village Commission find the proposed Application [is/is not] consistent with the Village's Comprehensive Plan and ULDC; furthers the purpose, goals, objectives, and policies of same; and is in the best interest of the Village.

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

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

Section 2. 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 to allow the temporary sales center trailer with reduced setbacks at 7938 and 7940 West Drive.

Section 3. Decision; Conditions. Pursuant to Section 8.11 of the ULDC, the Application to reduce the rear and second side setback requirements of Section 8.10.D.4.b to permit a reduced rear setback of fifteen (15) feet where twenty-five (25) feet is required and a reduced second side setback of zero (0) feet where forty-eight (48) feet

is required is hereby [approved/approved with conditions/denied], [subject to the following conditions]:

1. Limited Scope of Approval.

Approval of the application shall be limited solely to the temporary placement of the sales center trailer as depicted on the approved plans dated March 13, 2026, including a reduced rear setback of fifteen (15) feet where twenty-five (25) feet is required and a reduced second side setback of zero (0) feet where forty-eight (48) feet is required pursuant to Sec. 8.10.D.4.b of the ULDC. No additional reduction of required setbacks or expansion of the approved trailer footprint shall be permitted.

2. Temporary Nature of Approval.

The approved trailer shall remain a temporary structure associated with project operations and shall not be converted into a permanent structure or use without separate review and approval in accordance with the Unified Land Development Code.

3. Consistency with Approved Plans.

The property shall remain in substantial conformance with the site plan and supporting documents submitted as part of the use exception application, including the depicted trailer location and orientation. Any relocation or modification affecting setbacks shall require further review.

4. Permitting Compliance

All required building permits, inspections, and applicable approvals shall be obtained prior to installation and operation of the temporary trailer, in accordance with the Florida Building Code and the Unified Land Development Code.

5. Expiration / Duration.

The temporary sales center shall comply with the duration limitations established under Sec. 8.11 of the Unified Land Development Code. Approval shall be valid for a period not to exceed twelve (12) months, with administrative renewals permitted by the Village Manager for up to two (2) additional twelve (12) month periods, for a maximum total duration of thirty-six (36) months. The sales center was originally approved on May 14, 2024, therefore, the maximum approved timeframe shall not extend beyond May 14, 2027. Upon expiration of the approved timeframe, or upon issuance of the first Certificate of Occupancy for the approved development, whichever occurs first, the temporary trailer shall be removed from the site unless otherwise authorized by the Village. Any setback modification granted shall be expressly limited to the duration of the approved temporary use and shall automatically expire upon removal or cessation of the temporary use, at which time full compliance with all applicable setback requirements shall be required.

6. No Expansion or Intensification.

Approval is limited to the temporary sales center trailer as shown in plans dated March 13, 2026. Any enlargement, additional trailers, or intensification of use shall require separate review and approval.

7. Cost Recovery Compliance.

All applicable cost recovery charges and fees pursuant to Section 5.12 of the ULDC shall be satisfied prior to issuance of any permit associated with the trailer.

8. Lighting

Any site lighting associated with the temporary sales center shall be shielded and directed to prevent spillover onto adjacent properties and water.

9. Mitigation

Applicant shall provide mitigation such as enhanced landscaping and buffering or other comparable buffering methods to reduce the impact on adjacent properties and neighbors.

10. Parking

Prior to the issuance of any building permit for the temporary sales center, the applicant shall either (i) enter into a fully executed lease agreement with the Village the use of a minimum of eight (8) on-street parking spaces; or (ii) enter into a fully executed lease agreement with a private party for the use of eight (8) off-site parking spaces compliance with Section 9.3.D.1 of the ULDC. The applicant shall maintain the required parking arrangements in full force and effect for the duration of the temporary sales center use.

Section 4. Violation of Conditions; Limitation of Approval. Noncompliance with the terms and conditions of this approval shall be considered a violation, and penalties may include but are not limited to revocation of the approval granted by this resolution. 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: 7938 & 7940 West Drive, NORTH BAY VILLAGE

Folio Number: 23-3209-001-0400 and 23-3209-001-0420

Legal Description: Lots 38, 40 and 42, "Harbor Island", According to the Plat Thereof, as Recorded in Plat Book 44, Page 72, of the Public Records of Miami-Dade County, Florida.

NORTH BAY VILLAGE
EST. 1945

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: **May 19, 2026**

To: **Village Commission**

From: **Craig Pinder, AICP, Village Planner**

Subject: **Staff Report – Use Exception Request for Temporary Sales Center/Trailer at 7940 West Drive**

1. General Information

Owner/Applicant:	7940 NBV Partners, LLC
Site Address:	7940 West Drive, North Bay Village, FL 33141
Site Acreage	33,400 sq. ft. (~0.77 acres)
Folio Number	23-3209-001-0400 & 23-3209-001-0420
Contact Person:	Graham C. Penn

2. Legal Description of Subject Property

LOTS 38, 40, AND 42, “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	RM-70 Multiple Family Residential
Existing Land Use	Temporary Sales Center with Associated Parking and Landscaping

4. Adjacent Land Use Map Classifications and Zoning District

North	Future Land Use	High Density Multi-Family Residential

	Zoning District	RM-70 Multiple Family Residential
	Existing Land Use	Multifamily Residential
East	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Family Residential
	Existing Land Use	Multifamily Residential
South	Future Land Use	High Density Multi-Family Residential
	Zoning District	RM-70 Multiple Family Residential
	Existing Land Use	Multifamily 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

On September 28, 2023, the Village Commission approved a Site Plan application for the development of a 70-unit multifamily residential project on the subject property (Resolution No. 2023-122). The approval included the transfer of sixteen (16) units through the Transfer of Density Rights Program pursuant to Sections 8.10.D.4.d and 8.13 of the Unified Land Development Code (ULDC), along with associated additional building height, and a height bonus allowing a maximum building height of 312 feet (162 feet above the base height of 150 feet). The Development Agreement associated with the Site Plan approval was executed on January 4, 2024 and recorded on January 19, 2024.

On May 14, 2024, the Village Commission adopted Resolution No. 2024-048, approving a Use Exception pursuant to Section 8.11 of the ULDC to allow the construction of a one-story temporary sales center/marketing office on the property.

On December 10, 2024, the Village Commission adopted Resolution No. 2024-108, which approved a variance application to authorize modifications to the previously approved development, including a deviation from the maximum building height of 312 feet as regulated by Section 8.12 to allow a ten (10) foot increase in the maximum building height to 322 feet and encroachments for residential balconies of up to seventy-five (75) inches into the required front and rear setbacks, where a maximum of forty-eight (48) inches is otherwise permitted.

The Applicant now proposes to relocate the previously approved temporary sales center trailer within the site to accommodate ongoing construction activities. In connection with this request, the Applicant seeks approval to place the temporary sales center within the required rear and second side setback areas. At present, the ULDC does not provide a mechanism to accommodate this type of request. While the applicant has presented a well-supported justification in the Letter of Intent, including responses aligned with the variance criteria, the ULDC currently prohibits the granting of variances from development standards in conjunction with Use Exceptions (see Section 7.2 of the ULDC).

The Village Commission has initiated an amendment to the ULDC to establish a process for considering setback modifications on a case-by-case basis for Use Exceptions associated with active construction. The proposed ordinance was approved on first reading on April 21, 2026, and is scheduled for a second reading before the Village Commission on May 19, 2026. The applicant has elected to proceed with this request at their own risk, acknowledging that the ULDC amendment has not yet been formally adopted, and the application's approval, if granted, is contingent on adoption of the proposed ordinance.

This request is limited solely to the placement of the temporary sales trailer and does not modify or expand the previously approved development program for the overall residential project.

6. Description of Applicant's Request

The Applicant requests approval of a Use Exception to allow the relocation of a previously approved temporary sales center/marketing office trailer within the RM-70 zoning district to be placed within the required rear and second side setback areas.

The proposed temporary structure consists of a single-story modular sales trailer that will continue to function as a marketing and sales office supporting the approved multifamily residential development currently under construction. The applicant has proposed to remove all previously provided on-site parking spaces. Staff has included a condition of approval that requires the applicant to either: (i) enter into a lease agreement with the Village to utilize on-street parking spaces; or (ii) enter into a fully executed lease agreement with a private party for the use of off-site parking spaces. The trailer includes office space, restroom facilities, conference room, storage closets and a kitchen, and will operate on a temporary basis during the construction phase.

The need for the proposed relocation arises from the progression of construction activities, as the originally approved trailer location conflicts with the footprint of the principal residential structure. Due to the limited size of the property, the footprint of the principal structure, and the setback requirements applicable within the RM-70 zoning district, particularly the second side interior setback (view corridor), the southwestern portion of the site represents the only feasible location that minimizes interference with ongoing construction operations while maintaining functional access for sales activities.

The submitted site plan (Sheet A-010) depicts the proposed trailer location within the southwestern portion of the property, adjacent to the southern property line, with requested modifications to the required setbacks to accommodate its placement, specifically a reduction of the second side setback from forty-eight (48) feet to zero (0) feet and the rear setback from twenty-five (25) feet to fifteen (15) feet. To clarify, within the second side setback area, the exterior wall of the structure will be setback six (6) feet from the property line and the pedestrian walkway, ramps, and railings to access the temporary sales center will be against the side property line. The proposal also includes associated temporary utility connections and minor fencing adjustments related to construction operations. The requested modifications are limited in scope to the temporary structure and will remain in effect only for the duration of the approved sales center use.

7. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed relocation of the temporary sales center has been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The temporary sales center is 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.

Supporting Policies:

- NBV100 Vision – Goal / Objective 1.1: Become a more livable, resilient, and prosperous community in the 21st century.
    - Policy 1.1.6: Promote economic development and create a compelling destination by capitalizing on existing resources and incentivizing flexibility and predictability in land development regulations.

- Future Land Use Element – 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.

- Future Land Use Element – 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 ULDC authorizes the Village Commission to approve Use Exceptions where it can be demonstrated that the proposed use will not adversely affect surrounding properties or the character of the area.

The Applicant proposes the relocation of a previously approved temporary sales center trailer to accommodate ongoing construction activities. The structure is modest in scale and will operate as a temporary marketing and sales office during standard business hours. The request does not introduce new operational impacts and is consistent with the type of activities typically associated with active construction sites and residential development marketing.

The subject property is located within the RM-70 zoning district and is surrounded by multifamily residential development and water-oriented uses. As previously noted, the proposed location of the temporary sales center does not comply with the setback requirements of the RM-70 zoning district. The applicant is requesting modifications to these requirements, specifically a reduction of the second side setback from forty-eight (48) feet to zero (0) feet and the rear setback from twenty-five (25) feet to fifteen (15) feet. This request is based on ongoing construction activity and the limited space available on the site to accommodate the sales center.

According to the applicant, the requested reductions represent the minimum necessary to avoid conflicts with construction operations. At present, the ULDC does not provide a process for approving reduced setbacks in connection with Use Exceptions. However, the Village Commission is currently considering a text amendment that would establish a new provision allowing such requests to be reviewed and approved on a case-by-case basis upon demonstration of need. This proposed ordinance was approved unanimously on first reading at the Village Commission hearing on April 21, 2026.

Furthermore, the ULDC limits the approval period that a sales center trailer may remain on a property to a maximum of thirty-six (36) months. As stated previously, the original Use Exception application was approved on May 14, 2024. Accordingly, if the requested setback modifications are approved, it will remain valid through May 13, 2027, at which time the sales center trailer must be removed from the site.

Given the temporary nature of the structure, the limited scope of the setback modifications, and the operational parameters of the proposed use, the request is not anticipated to adversely impact adjacent properties or the surrounding neighborhood. The sales center will be removed upon completion of construction or expiration of the approved Use Exception term, consistent with ULDC requirements.

9. Recommendation

Staff recommends **approval** of the Use Exception pursuant to Sec. 8.11(B)(4), subject to the adoption of the proposed ordinance as well as the conditions set forth below.

On May 6, 2026, the Planning and Zoning Board voted to recommend **approval**, subject to a modification of Condition No. 5 to permit an approved timeframe through May 14, 2028, or until completion of sales, whichever occurs first.

10. Conditions

Should the Planning and Zoning Board decide to recommend approval, staff advises incorporating the following conditions into any final action by the Village Commission:

1. Limited Scope of Approval.

Approval of the application shall be limited solely to the temporary placement of the sales center trailer as depicted on the approved plans dated March 13, 2026, including a reduced rear setback of fifteen (15) feet where twenty-five (25) feet is required and a reduced second side setback of zero (0) feet where forty-eight (48) feet is required pursuant to Sec. 8.10.D.4.b of the ULDC. No additional reduction of required setbacks or expansion of the approved trailer footprint shall be permitted.

2. Temporary Nature of Approval.

The approved trailer shall remain a temporary structure associated with project operations and shall not be converted into a permanent structure or use without separate review and approval in accordance with the Unified Land Development Code.

3. Consistency with Approved Plans.

The property shall remain in substantial conformance with the site plan and supporting documents submitted as part of the use exception application, including the depicted trailer location and orientation. Any relocation or modification affecting setbacks shall require further review.

4. Permitting Compliance

All required building permits, inspections, and applicable approvals shall be obtained prior to installation and operation of the temporary trailer, in accordance with the Florida Building Code and the Unified Land Development Code.

5. Expiration / Duration.

The temporary sales center shall comply with the duration limitations established under Sec. 8.11 of the Unified Land Development Code. Approval shall be valid for a period not to exceed twelve (12) months, with administrative renewals permitted by the Village Manager for up to two (2) additional twelve (12) month periods, for a maximum total duration of thirty-six (36) months. The sales center was originally approved on May 14, 2024, therefore, the maximum approved timeframe shall not extend beyond May 14, 2027. Upon expiration of the approved timeframe, or upon issuance of the first Certificate of Occupancy for the approved development, whichever occurs first, the temporary trailer shall be removed from the site unless otherwise authorized by the Village. Any setback modification granted shall be expressly limited to the duration of the approved temporary use and shall automatically expire upon removal or cessation of the temporary use, at which time full compliance with all applicable setback requirements shall be required.

6. No Expansion or Intensification.

Approval is limited to the temporary sales center trailer as shown in plans dated March 13, 2026. Any enlargement, additional trailers, or intensification of use shall require separate review and approval.

7. Cost Recovery Compliance.

All applicable cost recovery charges and fees pursuant to Section 5.12 of the ULDC shall be satisfied prior to issuance of any permit associated with the trailer.

8. Lighting

Any site lighting associated with the temporary sales center shall be shielded and directed to prevent spillover onto adjacent properties and water.

9. Mitigation

Applicant shall provide mitigation such as enhanced landscaping and buffering or other comparable buffering methods to reduce the impact on adjacent properties and neighbors.

10. Parking

Prior to the issuance of any building permit for the temporary sales center, the applicant shall either (i) enter into a fully executed lease agreement with the Village the use of a minimum of eight (8) on-street parking spaces; or (ii) enter into a fully executed lease agreement with a private party for the use of off-site parking spaces in compliance with Section 9.3.D.1 of the ULDC. The

applicant shall maintain the required parking arrangements in full force and effect for the duration of the temporary sales center use.

List of Attachments to Staff Report

Attachment 1 – Application
Attachment 2 – Letter of Intent
Attachment 3 – Boundary Survey
Attachment 4 – Architectural Plans
Attachment 5 – Draft Resolution

North Bay Village

1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.northbayvillage-fl.gov

NORTH BAY VILLAGE
EST. 1945

APPLICATION FORM FOR VARIANCE REQUEST, INCLUDING EXTENSION OF AN UNEXPIRED VARIANCE AND/OR SPECIAL EXCEPTION APPROVAL

This application form is to be used to petition for a variance from the regulations pursuant to Section 7.3. of the North Bay Village Unified Land Development Code. **This application may only be applied for by the owner of the property, which shall mean the person who owns and currently resides, or owns and intends to reside, at the subject premises, or their legal representative.**

Submit your application, with all the required information to the Village Planning and Zoning Official, via svargas@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300. Variances require public hearings conducted by the Planning & Zoning Board and the Village Commission. Applications must be complete, and all required fees be paid in order to be accepted and placed on an agenda.

This application, including all supplemental forms and data, must be completed in accordance with the attached instructions and submitted with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Property Owner Name: 7940 NBV Partners LLC

2. Contact Phone: 305-374-5300 Email Address: gpenn@brzoninglaw.com

3. Mailing Address: 4531 Prairie Avenue, Miami Beach, Florida 33140

4. Applicant Name: 7940 NBV Partners LLC
(If different from Owner)

5. Contact Phone: 305-374-5300 Email Address: gpenn@brzoninglaw.com

6. Mailing Address 4531 Prairie Avenue, Miami Beach, Florida 33140

7. Address of Property Covered by the Application:
7940 West Drive, North Bay Village, Florida 33141

8. Legal Description of Property Covered by the Application (add pages if needed):
Please see the attached.

9. Folio Number(s): 23-3209-001-0420

10. Lot Size (square feet): 22,400

11. Future Land Use and Zoning Designations: _____

12. Section(s) of the North Bay Village ULDC form which the Applicant Seeks Relief: ____

Section 8.10(d)(4)(b)

13. Variance(s) Requested: A reduction of the south (interior side) to 6 feet where 48 feet would be required and a reduction of the west (rear side) setback to 15 feet where 25 feet are required.

14. Reasons for the Request (add pages if necessary): _____

See attached letter — variances are necessary to allow sales center to remain on site during construction of the residential building.

CONSENT TO PUBLIC HEARINGS

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Planning and Zoning Official shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Planning and Zoning Official on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a variance request.

I (We) the undersigned, am (are) the (owner, tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Chapter 7. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature _____

Print Name Graham C. Penn

(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 Florida

Sworn to and subscribed to before me this 27 day of October, 2025,

by G. Penn, who is personally known to

me or who has produced _____ as identification.

Notary Public Signature

DIANA RAMOS
Notary Public - State of Florida
Commission # HH 386927
My Comm. Expires Apr 16, 2027
Bonded through National Notary Assn.

Commission Number/Expiration 4.16.2027

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: 10-27-2025

Relationship to the project: (e.g., property owner, architect, developer, attorney)

Owner

Full Name: Mikael Hamaoui

Current Address: 4531 Prairie Avenue

City: Miami Beach State: Florida Zip: 33140

Telephone: 305-776-5345 Email: mikael@rivierahorizons.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF October, 2025

Notary Public, State of Florida at Large

My Commission expires _____, 20____.

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

CHECK LIST FOR THE APPLICANT

Mandatory Submittals:

- ☐ Complete Variance Application, including all required forms and affidavits, signed by property owner or owner's representative.
- ☐ Letter of Authorization from property owner, if different from Applicant.
- ☐ Letter of intent, signed by the Applicant (refer to page 5 of this document), explaining the nature of the request, justification for the proposed variance, evidence that the request complies with Subsection 7.3.D. of the North Bay Village Unified Land Development Code, and other pertinent information. Insufficient justification may result in denial of the application. The applicant must justify each individual variance in the letter of intent.
- ☐ Certified Land Survey dated within two (2) years of the filing date of the administrative adjustment application, reflecting all current conditions.
- ☐ Map or aerial photo showing adjacent properties, surrounding streets (labeled) and a north arrow.
- ☐ Photos of buildings and structures on the property concerned.
- ☐ Accurately dimensioned plans showing the location and spacing distance of the proposed construction in relation to property lines and existing structure(s), the general location and use of existing structures on property adjacent to the subject property; and the variance being requested clearly shown, (i.e., required versus proposed structure).
- ☐ Floor plans and elevations if required by the Planning and Zoning Official.
- ☐ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

Optional Submittals:

- ☐ Signed consent letters from neighboring property owners.
- ☐ Different versions of the proposed variance based on alternative design options.

Applications are deemed incomplete until all mandatory submittals have been received by the Village Planning and Zoning Official.

EVIDENCE THAT THE REQUEST COMPLIES WITH SUBSECTION 7.3.D. OF THE NORTH BAY VILLAGE UNIFIED LAND DEVELOPMENT CODE

In your Letter of Intent, or separately, address how the Variance Application complies with the following criteria.

For the Planning and Zoning Board to recommend approval, and for the Village Commission to grant approval, of a variance request, both must make an affirmative finding with respect to all seven (7) of the following criteria:

1. That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district.
2. That the special circumstances and conditions were not self-created by any person having an interest in the property.
3. That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district.
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building.
6. That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The variance request is not based exclusively upon a desire to reduce the cost of development.

Office Use Only:

Date Submitted: _____

Date Paid: _____

Cash or Check #_____

Total Paid: $_____

Filing Fee: $_____

Cost Recovery Dep: $_____

Legal Description

Lots 38, 40 and 42, Harbor Island, according to the plat thereof as recorded in Plat Book 44, Page 72, Public Records of Miami-Dade County, Florida.

NOT

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: 10-27-2025

Relationship to the project: (e.g., property owner, architect, developer, attorney)

Owner

Full Name: Mikael Hamaoui

Current Address: 4531 Prairie Avenue

City: Miami Beach State: Florida Zip: 33140

Telephone: 305-776-5345 Email: mikael@rivierahorizons.com

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 31st DAY OF October, 2025

Notary Public, State of Florida at Large

My Commission expires March 21st, 2027.

DEREK GRANQUIST
Commission # HH 376883
Expires March 21, 2027

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

February 8, 2026

Craig Pinder
Village Planner
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, Florida 33141

RE: Letter of Intent for Setback Variance for Temporary Sales Center for Pagani Residences -- 7938-40 West Drive, North Bay Village, Florida (Folio numbers 23-3209-001-0400 and 23-3209-001-0420).

Dear Mr. Pinder:

This law firm represents 7940 NBV Partners, LLC (the "Applicant"), the owner of the property located at 7938-40 West Drive in the City of North Bay Village (the "City") and identified by Miami-Dade County Folio Nos. 23-3209-001-0400 and 23-3209-001-0420 (the "Property"). Please consider this the Applicant's letter of intent in support of its variance application to allow for the relocation of the site's temporary sales center to allow its continued operation during the construction of the "Pagani Residences" development.

The Property. The Property is located on the west side of West Drive, just south of the "MODA" apartment development and north of the "Space 01" condominium. The Property is approximately 33,600 square feet (0.77 acres) in size and is currently a vacant lot. The Property is located on Biscayne Bay.

Pagani Residences Development. The approved Pagani Residences development contemplates up to 70 large, family-oriented, units, designed to attract long-term residents who desire to raise their families in the Village.

Residents will enjoy access to generous amenities on decks located on top of the parking pedestal and on the rooftop. The building has been oriented so that the vehicular drop off area is located on the western portion of the lot, leaving the front of the property as a beautiful green space that will buffer the public sidewalk.

Sales Center. Pursuant to Village Commission approval, the Applicant has developed a temporary sales center on the Property to support condominium sales for the Pagani Residences.

The sales center development is consistent with the "first class" nature of the Pagani Residences in both design and operation.

Need to Relocate Sales Center on Site. The Applicant is contemplating the imminent commencement of construction of the project. As located, the sales center cannot continue to operate during construction. Because the Applicant needs to continue its sales operation, it is proposing to relocate the sales center building on the site.

The only reasonable location on the Property to accommodate the sales center during the construction process is in the far southwest corner of the site (the Pagani Residences design retains the southern 48 feet of the Property as the required view corridor). The sales center building will remain a temporary use and will be removed prior to the completion of the Pagani Residences construction.

Variance Requests. As you know, the Village ULDC mandates the same setbacks for temporary buildings as is applied to permanent construction, which will require the following two variances for the relocated sales center:

1. A variance of Section 8.10(d)(4)(b) to allow a reduction of the south (interior side) setback to 6 feet where 48 feet is required (the south side of the Property has been set aside as the requisite view corridor and will therefore not be impacted by the new building footprint); and

2. A variance of Section 8.10(d)(4)(b) to allow a reduction of the west (rear side) setback to 15 feet where 25 feet is required for portions of the building.

Satisfaction of Required Criteria. The Applicant's requests satisfy all required criteria as follows.

1. **That there are special circumstances and conditions which are peculiar to the land, structure, or building involved and which are not generally applicable to other lands, structures, or buildings in the same zoning district;**

Given the constraints of the Property's size and orientation and the requirements of the RM-70 district, the proposed location is the only reasonable one to accommodate a sales center during the construction process.

2. **That the special circumstances and conditions were not self-created by any person having an interest in the property;**

Neither the characteristics of the Property, including size and orientation, nor the RM-70 requirements that establish a large view corridor requirement were created by the owner.

3. **That the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of the land, structure, or building for which the variance is sought; and would involve an unnecessary hardship for the applicant;**

The strict application of the regulations would deprive the Applicant of the reasonable use of the land and would result in an unnecessary hardship. In the absence of the proposed variances, the catalyst presented by the Pagani residences would be simply impossible.

4. **That granting the variance requested will not confer on the applicant any special privilege that is denied by the Unified Land Development Code to other land, structures, or buildings in the same zoning district;**

Granting the requested variances will not confer any special privilege on the Applicant, which has been unduly impacted by the Property's size and orientation and Village's standards in a manner that would it impossible to keep the sales center operational during the construction process.

5. **That the variance granted is the minimum variance that will make possible the reasonable use of the land, structure, or building;**

The requested variances are the minimum necessary to allow for the Property to be a viable site for the proposed development.

6. **That granting the variance will be in harmony with the general intent and purpose of this chapter, and that such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and**

The granting of the requested variances will allow future development on the Property to be in harmony with the intent and purpose of the Comprehensive Plan as it will fulfill the intent of the RM-70 zoning designation and further the Village's goals rather than remain as an underutilized lot

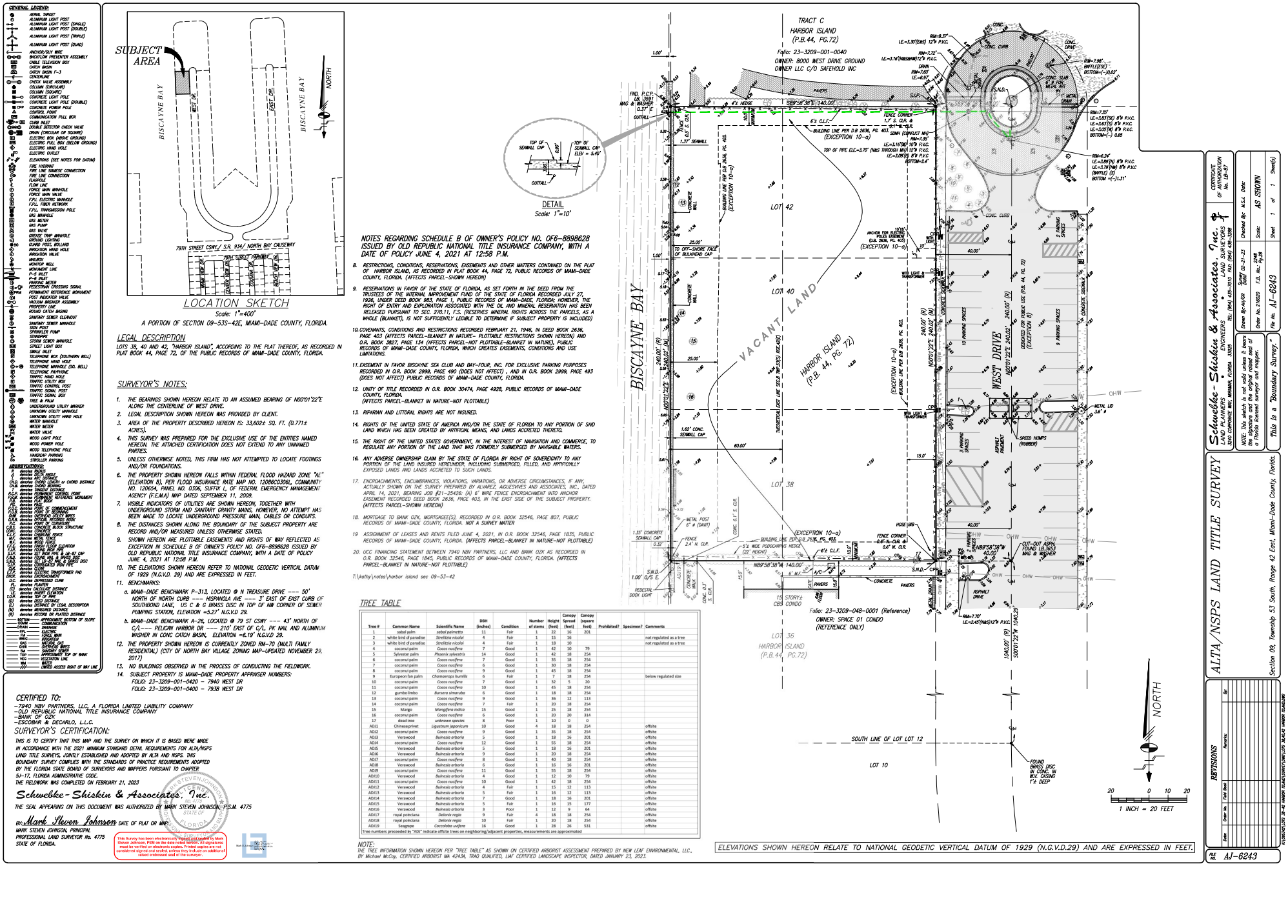
7. **The variance request is not based exclusively upon a desire to reduce the cost of development.**

The requested variances are not based upon desire to reduce development costs but rather is based on the desire to give this pioneering development in the RM-70 zone the best chances for success. The proposed Pagani residences instead represent a significant increase in development costs as compared to typical development in the Village given the quality and amenities required by the brand. Granting of the requested variances will support a development that will be the highest and best use of the Property.

Conclusion. We are excited to bring this beautiful low impact development to this part of the Village. The 7940 West Drive plan has been designed as a resilient project that benefits the public through enhanced green space along the public right of way and superior access to the Island Walk. We therefore respectfully request your favorable review and recommendation. If you have any questions with regard to this request, please send me an email at gpenn@brzoninglaw.com or give me call me at 305-377-6229.

Sincerely,

Graham Penn



NOTES REGARDING SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.

8. RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF HARBOR ISLAND, AS RECORDED IN PLAT BOOK 44, PAGE 72, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (AFFECTS PARCEL-SHOWN HEREON)

9. RESERVATIONS IN FAVOR OF THE STATE OF FLORIDA, AS SET FORTH IN THE DEED FROM THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA RECORDED JULY 27, 1926, UNDER DEED BOOK 983, PAGE 1, PUBLIC RECORDS OF MIAMI-DADE, FLORIDA; HOWEVER, THE RIGHT OF ENTRY AND EXPLORATION ASSOCIATED WITH THE OIL AND MINERAL RESERVATION HAS BEEN RELEASED PURSUANT TO SEC. 270.11, F.S. (RESERVES MINERAL RIGHTS ACROSS THE PARCELS, AS A WHOLE (BLANKET), IS NOT SUFFICIENTLY LEGIBLE TO DETERMINE IF SUBJECT PROPERTY IS INCLUDED)

10. COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED FEBRUARY 21, 1946, IN DEED BOOK 2636, PAGE 403 (AFFECTS PARCEL-BLANKET IN NATURE- PLOTTABLE RESTRICTIONS SHOWN HEREON) AND O.R. BOOK 3827, PAGE 134 (AFFECTS PARCEL-NOT PLOTTABLE-BLANKET IN NATURE), PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH CREATES EASEMENTS, CONDITIONS AND USE LIMITATIONS.

11. EASEMENT IN FAVOR BISCAYNE SEA CLUB AND BAY-FOUR, INC. FOR EXCLUSIVE PARKING PURPOSES RECORDED IN O.R. BOOK 2999, PAGE 490 (DOES NOT AFFECT) , AND IN O.R. BOOK 2999, PAGE 493 (DOES NOT AFFECT) PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

12. UNITY OF TITLE RECORDED IN O.R. BOOK 30474, PAGE 4928, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)

13. RIPARIAN AND LITTORAL RIGHTS ARE NOT INSURED.

14. RIGHTS OF THE UNITED STATE OF AMERICA AND/OR THE STATE OF FLORIDA TO ANY PORTION OF SAID LAND WHICH HAS BEEN CREATED BY ARTIFICIAL MEANS, AND LANDS ACCRETED THERETO.

15. THE RIGHT OF THE UNITED STATES GOVERNMENT, IN THE INTEREST OF NAVIGATION AND COMMERCE, TO REGULATE ANY PORTION OF THE LAND THAT WAS FORMERLY SUBMERGED BY NAVIGABLE WATERS.

16. ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSOFAR AS IT INCLUDES SUBMERGED, FILLED, AND ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS.

17. ENCROACHMENTS, ENCUMBRANCES, VIOLATIONS, VARIATIONS, OR ADVERSE CIRCUMSTANCES, IF ANY, ACTUALLY SHOWN ON THE SURVEY PREPARED BY ALVAREZ, AGUESVIVES AND ASSOCIATES, INC., DATED APRIL 14, 2021, BEARING JOB #21-25426: (A) 6' WIRE FENCE ENCROACHMENT INTO ANCHOR EASEMENT RECORDED DEED BOOK 2636, PAGE 403, IN THE EAST SIDE OF THE SUBJECT PROPERTY. (AFFECTS PARCEL-SHOWN HEREON)

18. MORTGAGE TO BANK OZK, MORTGAGEE(S), RECORDED IN O.R. BOOK 32546, PAGE 807, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. NOT A SURVEY MATTER

19 ASSIGNMENT OF LEASES AND RENTS FILED JUNE 4, 2021, IN O.R. BOOK 32546, PAGE 1835, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)

20. UCC FINANCING STATEMENT BETWEEN 7940 NBV PARTNERS, LLC AND BANK OZK AS RECORDED IN O.R. BOOK 32546, PAGE 1845, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. (AFFECTS PARCEL-BLANKET IN NATURE-NOT PLOTTABLE)

T:\kathy\notes\harbor island sec 09-53-42

LEGAL DESCRIPTION

LOTS 38, 40 AND 42, "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°01'22"E ALONG THE CENTERLINE OF WEST DRIVE.
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. AREA OF THE PROPERTY DESCRIBED HEREON IS: 33,602± SQ. FT. (0.771± 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 DRAINTY 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. SHOWN HEREON ARE PLOTTABLE EASEMENTS AND RIGHTS OF WAY REFLECTED AS EXCEPTION IN SCHEDULE B OF OWNER'S POLICY NO. OF6-8898628 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH A DATE OF POLICY JUNE 4, 2021 AT 12:58 P.M.
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
11. 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 --- 110' EAST OF C/L, PK NAIL AND ALUMINUM WASHER IN CONC CATCH BASIN, ELEVATION =6.19' N.G.V.D. 29.
12. THE PROPERTY SHOWN HEREON IS CURRENTLY ZONED RM-70 (MULTI FAMILY RESIDENTIAL) (CITY OF NORTH BAY VILLAGE ZONING MAP-UPDATED NOVEMBER 29, 2017)
13. NO BUILDINGS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
14. SUBJECT PROPERTY IS MIAMI-DADE PROPERTY APPRAISER NUMBERS:
    FOLIO: 23-3209-001-0420 - 7940 WEST DR
    FOLIO: 23-3209-001-0400 - 7938 WEST DR

TREE TABLE

Tree #	Common Name	Scientific Name	DBH (inches)	Condition	Number of stems	Height (feet)	Canopy Spread (feet)	Canopy (square feet)	Prohibited?	Specimen?	Comments
1	sabal palm	*sabal palmetto*	11	Fair	1	22	16	201			
2	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	15	16				not regulated as a tree
3	white bird of paradise	*Strelitzia nicolai*	4	Fair	1	18	10				not regulated as a tree
4	coconut palm	*Cocos nucifera*	7	Good	1	42	10	79			
5	Sylvester palm	*Phoenix sylvestris*	14	Good	1	42	18	254			
6	coconut palm	*Cocos nucifera*	7	Good	1	35	18	254			
7	coconut palm	*Cocos nucifera*	6	Good	1	30	18	254			
8	coconut palm	*Cocos nucifera*	9	Good	1	45	18	254			
9	European fan palm	*Chamaerops humilis*	6	Fair	1	7	18	254			below regulated size
10	coconut palm	*Cocos nucifera*	7	Good	1	32	5	20			
11	coconut palm	*Cocos nucifera*	10	Good	1	45	18	254			
12	gumbolimbo	*Bursera simaruba*	6	Good	1	18	18	254			
13	coconut palm	*Cocos nucifera*	9	Good	1	36	12	113			
14	coconut palm	*Cocos nucifera*	7	Fair	1	20	18	254			
15	Mango	*Mangifera indica*	15	Good	1	25	18	254			
16	coconut palm	*Cocos nucifera*	6	Good	1	20	20	314			
17	dead tree	*unknown species*	8	Poor	1	10	0	0			
AD01	Chinese privet	*Ligustrum japonicum*	10	Good	4	18	18	254			offsite
AD02	coconut palm	*Cocos nucifera*	9	Good	1	35	18	254			offsite
AD03	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
AD04	coconut palm	*Cocos nucifera*	12	Good	1	55	18	254			offsite
AD05	Verawood	*Bulnesia arboria*	5	Good	1	18	16	201			offsite
AD06	Verawood	*Bulnesia arboria*	9	Good	1	20	18	254			offsite
AD07	coconut palm	*Cocos nucifera*	8	Good	1	40	18	254			offsite
AD08	Verawood	*Bulnesia arboria*	6	Good	1	16	16	201			offsite
AD09	coconut palm	*Cocos nucifera*	11	Good	1	55	18	254			offsite
AD10	Verawood	*Bulnesia arboria*	4	Good	1	12	10	79			offsite
AD11	coconut palm	*Cocos nucifera*	10	Good	1	42	18	254			offsite
AD12	Verawood	*Bulnesia arboria*	4	Fair	1	15	12	113			offsite
AD13	Verawood	*Bulnesia arboria*	5	Fair	1	16	12	113			offsite
AD14	Verawood	*Bulnesia arboria*	7	Good	1	18	16	201			offsite
AD15	Verawood	*Bulnesia arboria*	5	Fair	1	16	15	177			offsite
AD16	Verawood	*Bulnesia arboria*	3	Poor	1	12	9	64			offsite
AD17	royal poinciana	*Delonix regia*	9	Fair	4	18	18	254			offsite
AD18	royal poinciana	*Delonix regia*	10	Fair	1	20	18	254			offsite
AD19	Seagrape	*Coccoloba uvifera*	16	Good	1	28	26	531			offsite

Tree numbers preceeded by "AD#" indicate offsite trees on neighboring/adjacent properties, measurements are approximated

NOTE:
THE TREE INFORMATION SHOWN HEREON PER "TREE TABLE" AS SHOWN ON CERTIFIED ARBORIST ASSESSMENT PREPARED BY NEW LEAF ENVIRONMENTAL, LLC., BY Michael McCoy, CERTIFIED ARBORIST MA 4243A, TRAQ QUALIFIED, LIAF CERTIFIED LANDSCAPE INSPECTOR, DATED JANUARY 23, 2023.

ELEVATIONS SHOWN HEREON RELATE TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D.29) AND ARE EXPRESSED IN FEET.

CERTIFIED TO:

-7940 NBV PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
-OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
-BANK OF OZK
-ESCOBAR & DECARLO, L.L.C.

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. THAT THE 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 FEBRUARY 21, 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 DATE OF PLAT OR MAP:
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

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
1240 COMMERCE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 435-2088
CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: MJ/JG | Date: 09-04-09 | Surveyed On: 02-21-23 | Checked By: M.S.J. | Date:
Order No. 216020 | F.B. No.: 2548 Pg.28 | Scale: AS SHOWN
File No. AJ-6243 | Sheet 1 of 1 Sheet(s)

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is a Boundary Survey.

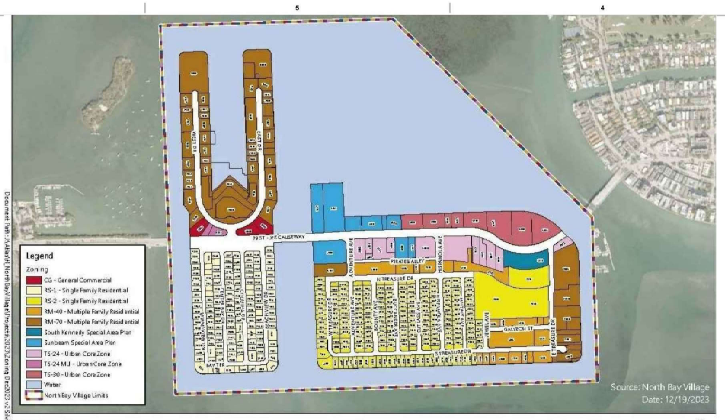
ALTA/NSPS LAND TITLE SURVEY
Section 09, Township 53 South, Range 42 East, Miami-Dade County, Florida.

REVISIONS

Date	Order No.	Fld Bk	Remarks	By

FILE NO. AJ-6243

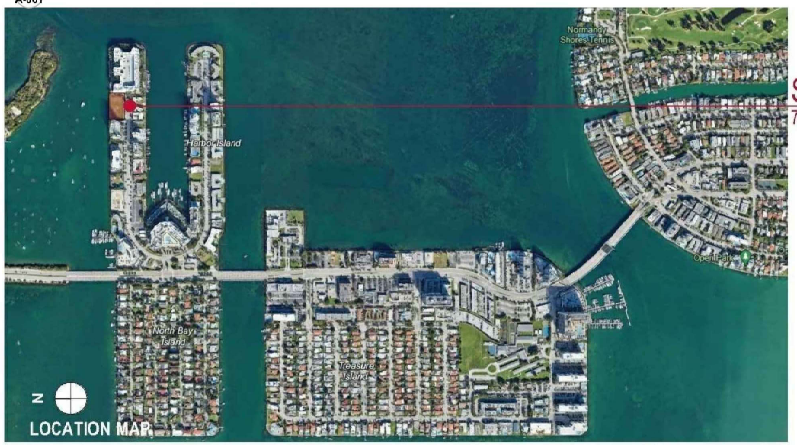
K:\SURVEY\JOBS 3k-4\AJ6243\DWG\AJ6243 3k4.dwg 3k4.dwg



2 ZONING MAP
A-001

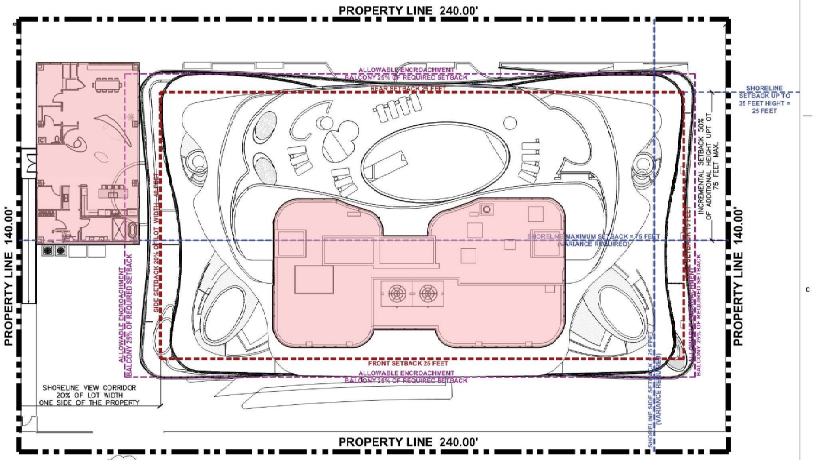
NBV100 - Official Zoning Map

1 inch = 500 feet





1 LOCATION MAP
A-001



4 SITE PLAN - SETBACKS & ZONING REGULATIONS
A-001
SCALE: N.T.S.

Zoning Summary — revuelta architecture international p.a.

7938-40 West Drive North Bay Village - Sales Center

	SF	Acres			
Lot Area	33 600	0,77			
Lot Dimensions	Width 240' x Depth 140				
Legal Description					
REFER TO SURVEY : SCHWEBKE SHISKIN & ASSOCIATES					
Flood Elevation					
AE (F - Flood designation - Design Flood Elevation 10' N.G.V.D. (BFE + 2)					
ZONING CLASSIFICATION - RM-70					
DISTRICT SETBACKS					
				Required	Proposed
Front Setback - West Drive				25'-0"	63'-7"
One Side Setback Interior				15'-0"	193'-11"
Second Side Setback Interior			20% of lot width	48'-0"	6'-6"
Rear Setback				25'-0"	15'-6"
BUILDING HEIGHT					
				Allowable	Proposed
Maximum Building Height	150'-0"	240'-0"		312'-0"	10'-2
	Base	With Bonus		*(+30% with TDR)	
PARKING AND LOADING REQUIREMENTS					
Parking Space Requirements			GROSS AREA (SQ FT)	Required	Proposed
Per Section 9.13 d (3) PS/1000 sqft of gross floor area			2 138	8	6
One (1) PS for each 300 sqft of gross area					6
Total Parking Spaces				8	6
ADA Space Requirements				Required	Provided
Per F.C.B.C Section 208.2 (table 208.2)					
Total Number of Parking spaces provided in parking facilities (1 to 25)				1	6

Notes:

1. THE RELOCATION OF THE SALES CENTER WILL FACILITATE THE CONSTRUCTION OF THE 7940 WEST DRIVE CONDOMINIUM PROJECT, AND THEREFORE THERE WILL BE NO PARKING ON SITE ASSOCIATED WITH THE SALES CENTER DUE TO THE SITE BEING AN ACTIVE CONSTRUCTION SITE.
2. A VARIANCE OF SECTION 9.10(D)(4)(B) TO ALLOW A REDUCTION OF THE SOUTH (INTERIOR SIDE) SETBACK TO 6 FEET WHERE 18 FEET IS REQUIRED (THE SOUTH SIDE OF THE PROPERTY HAS BEEN SET ASIDE AS THE REQUISITE VIEW CORRIDOR AND WILL THEREFORE NOT BE IMPACTED BY THE NEW BUILDING FOOTPRINT)
3. A VARIANCE OF SECTION 9.10(D)(4)(B) TO ALLOW A REDUCTION OF THE WEST (REAR SIDE) SETBACK TO 15 FEET WHERE 25 FEET IS REQUIRED FOR PORTIONS OF THE BUILDING.

3 DATA SHEET
A-001

revuelta
architecture international

Miami
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVE
MIAMI, FL 33133
T 305.590.5466
F 305.590.5464

Project:

NORTH BAY VILLAGE – SALES CENTER
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

1	REV.01	05/06/2024
2	REV.02 COORDINATION	07/12/2024
3	REV.03 COORDINATION	07/19/2024

Owner Information

7940 NBV PARTNERS, LLC

4531 PRAIRIE AVE
MIAMI BEACH, FL 33140

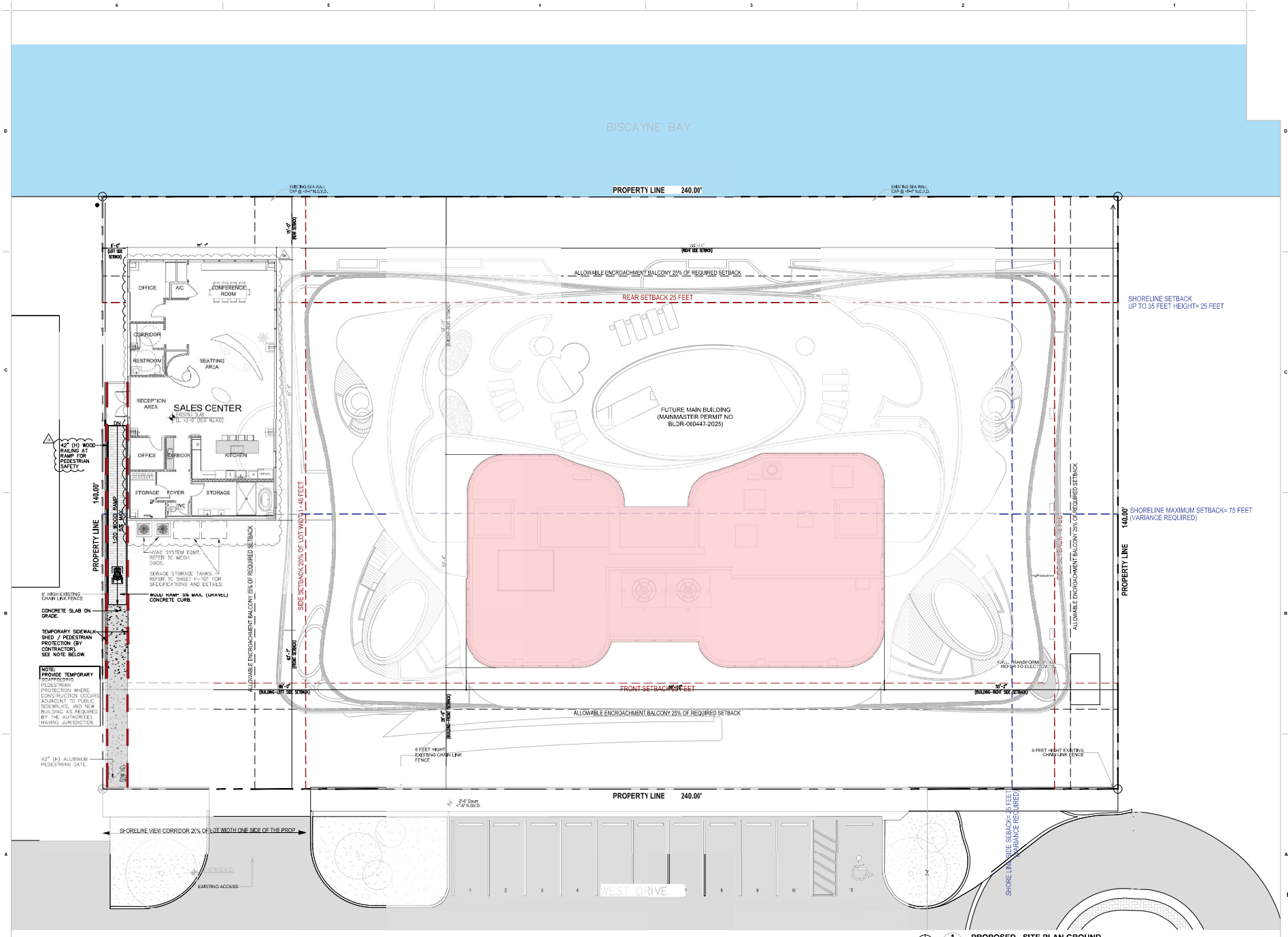
(912) 398-1775

Consultant:

Luis O. Revuelta
AR-3067972

Date
03/13/2024
Scale
AS SHOWN
Project No.
2114.1
Sheet Name
GROUND FLOOR
Sheet No.
A-001

These Drawings And Drawings Are The Copyrighted Property Of Revuelta Architecture International P.A. and May Not Be Reproduced, Except with Specific Written Consent of the Architect.
The Architect Shall Not Be Responsible For Any Modifications Made To These Drawings Without The Architect's Written Consent.
File: 2114.1 Sales Center - NORTH BAY VILLAGE SALES CENTER.rvt - Plotted: 3/13/2024 11:15:29 AM



N 1 A-010 **PROPOSED - SITE PLAN GROUND**
SCALE: 1/8" = 1'-0"

These Design And Drawings Are The Copyrighted Property Of Revuelta Architecture International, P.A. and May Not Be Reproduced, Except with Specific Written Consent of the Architect. Visual Contact With These Drawings Shall Constitute Prima Facie Evidence Of Acceptance Of These Restrictions. Do Not Scale Drawings. Contractor Shall Verify And Be Responsible For All Dimensions And Conditions On The Job. Any Discrepancies Must Be Reported To The Architect Before Proceeding With The Work. Contractor Shall Coordinate All Work Between Trades.
File: [illegible]

revuelta
architecture international

Miami
Santiago, Chile

revuelta-architecture.com

2900 SW 27TH AVE, SUITE 100
MIAMI, FL 33133
T: 305.860.8000
F: 305.860.8001

Project
NORTH BAY VILLAGE– SALES CENTER
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions
1 REV.01 03/05/2024
2 REV.02 COORDINATION 07/ 2024
3 REV.04 COORDINATION 03/ 0/2025

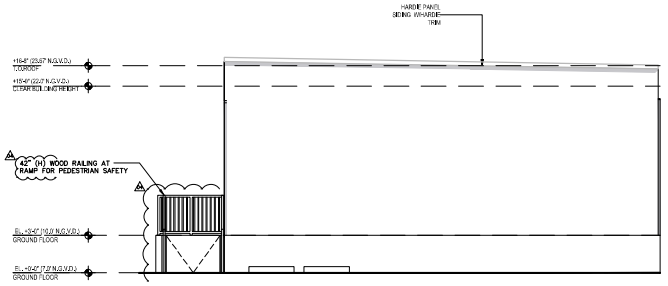
Owner Information
7940 NBV PARTNERS, LLC
4031 PRAIRIEA AVE
MIAMI BEACH, FL 33140
(912) 395-1775

Consultant

Luis O. Revuelta
AR-9007972

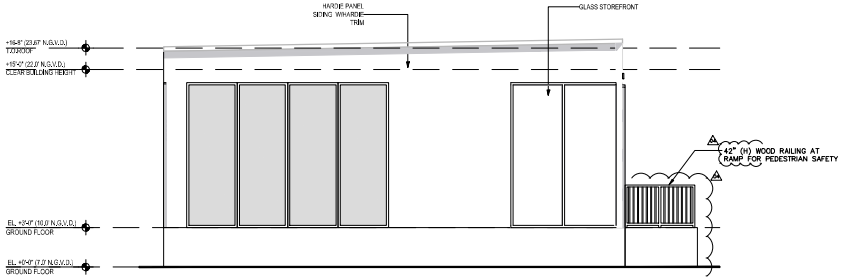
PROPOSED - SITE PLAN GROUND

Date 03/13/2024
Scale AS SHOWN
Project No. 2114.1
Sheet Name GROUND FLOOR
Sheet No. A-010



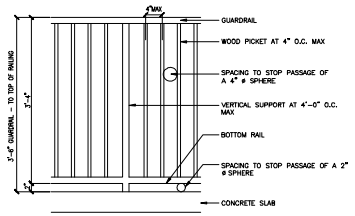
2 PROPOSED - EAST ELEVATION

SCALE: 1/32"=1'-0"



1 PROPOSED - WEST ELEVATION

SCALE: 1/32"=1'-0"



A GUARDRAIL DETAIL

SCALE: 1"=1'-0"

revuelta
architecture international

Miami
Santiago, Chile

revuelta-architecture.com

2950 SW 27TH AVE
SUITE 100
MIAMI, FL 33133
T: 305.860.8000
F: 305.860.8001

Project

NORTH BAY VILLAGE– SALES CENTER
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

1	REVIEW COORDINATION	03/15/2024

Owner Information

7940 NBV PARTNERS, LLC

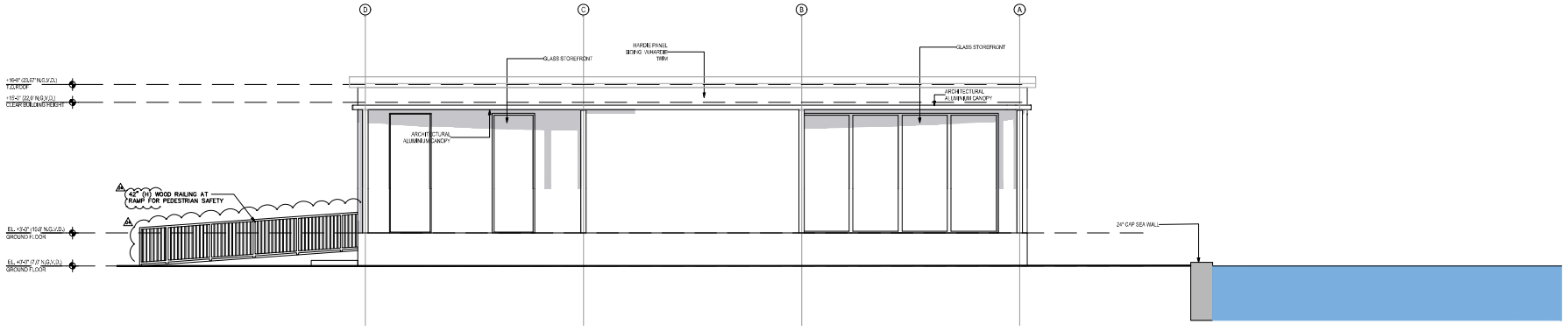
4531 PRAIRIEA AVE
MIAMI BEACH, FL 33140
(812) 385-1775

Consultant

Luis O. Revuelta
AR-0007972

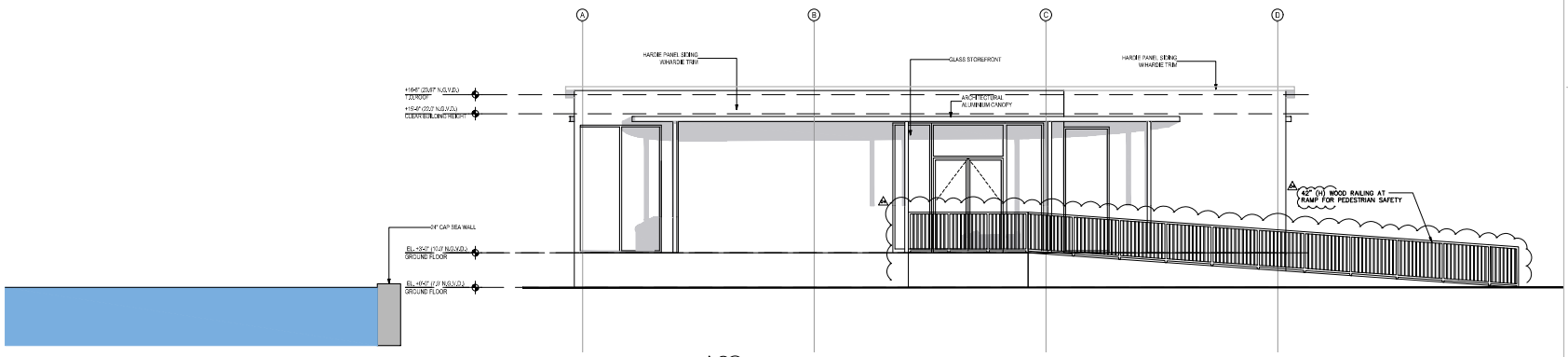
Date
03/13/2024
Scale
AS SHOWN
Project No.
2114.1
Sheet Name
GROUND FLOOR
Sheet No.
A-401

These drawings and designs are the copyrighted property of Revuelta Architecture International (RAI) and may not be reproduced, traced or copied with Revuelta Architecture International's written consent of RAI. Any unauthorized use, reproduction or publication of these drawings and designs is prohibited and will be subject to legal action. Visual Contact with these drawings and designs shall constitute prima facie evidence of the acceptance of these restrictions.
Plotted: 3/13/2024 3:26:47 PM
By: Brandon Gonzalez
File: C:\Users\BGonzalez\Revuelta Architecture International\RAI Projects - Documents\2114.1_7940 WEST DRIVE - NORTH BAY VILLAGE SALES CENTER\3 - Working\Arch\2114.1_7940 WEST DRIVE - NORTH BAY VILLAGE SALES CENTER_R24.rvt



2 PROPOSED - NORTH ELEVATION

SCALE: 1/32"=1'-0"



1 PROPOSED - SOUTH ELEVATION

SCALE: 1/32"=1'-0"

These Drawings And Specifications Are The Copyrighted Property Of Revuelta Architecture International P.A. and Are Not To Be Reproduced, Changed Or Copied In Any Form Or Manner Whatsoever Nor Are They To Be Assigned To Any Third Party, Without First Obtaining The Expressed Written Permission And Consent Of Revuelta Architecture International P.A. In The Event Of Unauthorized Reuse Of These Plans By Any Third Party, The Undersigned Will Hold Said Party Responsible For Any And All Damages Which May Arise From Such Unauthorized Reuse Of These Plans, And Will Defend, Indemnify And Hold Harmless The Undersigned From Any Suit Or Claim That May Result From Such Unauthorized Reuse Of These Plans.

revuelta
architecture international

Miami
Santiago, Chile

revuelta-architecture.com

2950 SW 27th AVE.
3rd FL. #3
MIAMI, FL 33133
T. 305.860.9200
305.860.9240

Project

NORTH BAY VILLAGE– SALES CENTER
SALES CENTER
7940 WEST DRIVE
NORTH BAY VILLAGE, FL 33141

Revisions

1	REV 24 COORDINATION	03/19/2026

Owner Information

7940 NBV PARTNERS, LLC
4531 PRAIREA AVE
MIAMI BEACH, FL 33140
(912) 398-1775

Consultant

Luis O. Revuelta
AR-0007972

Date
03/13/2024
Scale
AS SHOWN
Project No.
2114.1
Sheet Name
GROUND FLOOR
Sheet No.
A-402

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

April 22, 2026

North Bay Village
Planning & Zoning Department
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Re: Property owners within 200 feet of:
SUBJECT: 7940 West Drive, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-001-0420

SUBJECT: 7938 West Drive, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-001-0400

I affirm the notices were sent via First Class mail on 4/22/2026.

Sincerely,



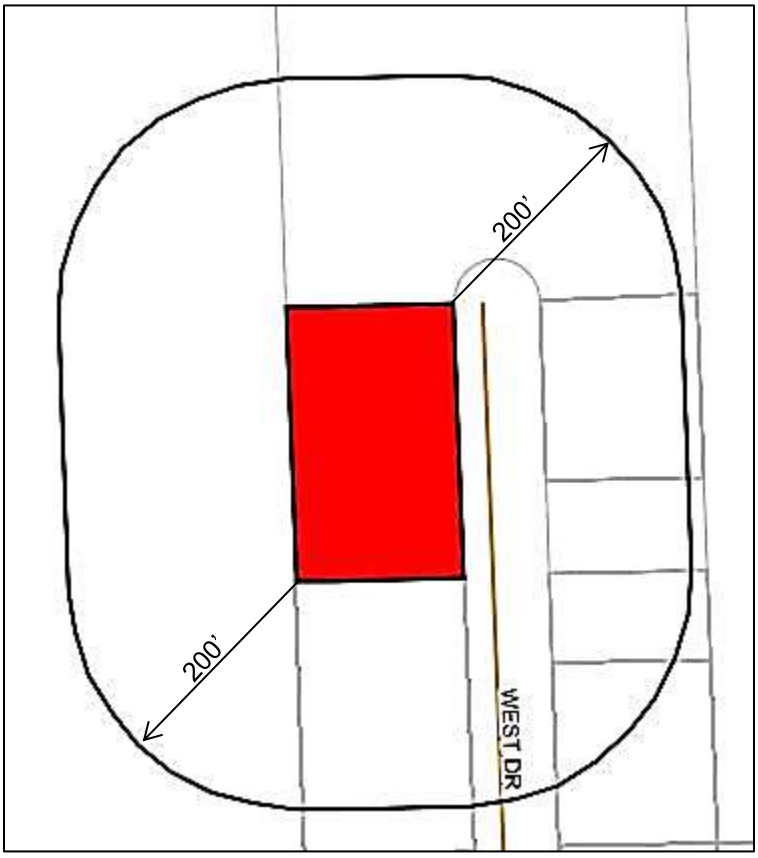
Diana B. Rio

Total number of property owners without repetition: **113, including 3 international**

Rio Development Resources, LLC ("RDR") has used its best efforts in collecting the information published in this report and the findings contained in the report are based solely and exclusively on information provided by you and information gathered from public records and that local government. By acceptance of this report, you agree to hold RDR harmless and indemnify RDR from any and all losses, damages, liabilities and expenses which can be claimed against RDR caused by or related to this report.

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

200' RADIUS MAP (N.T.S.)



SUBJECT: 7940 West Drive, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-001-0420

SUBJECT: 7938 West Drive, North Bay Village, FL 33141
FOLIO NUMBER: 23-3209-001-0400

Name 1	Name 2	Name 3	Address	City	State	Zip	Country
JOSEPHINE MARRELLO LE	REM DYLAN MURRAY		33 OSTEND AVE	TORONTO	ON	M6S 1L3	CANADA
LUISA FORNARI			VIA RICCARDO ZANDONAI 91	ROMA, 00135			ITALY
MARITZA LOO DE ZISOPULOS			PO BOX 646	PANAMA 1			PANAMA
7935 W DR UNIT 5 LLC			1825 BAY DR	MIAMI BEACH	FL	33141	USA
7935 WEST DRIVE UNIT 7 LLC			1825 BAY DR	MIAMI BEACH	FL	33141	USA
7940 NBV PARTNERS LLC			1045 10 ST APT 904	MIAMI BEACH	FL	33139	USA
8000 WEST DRIVE GROUND OWNER LLC	C/O SAFEHOLD INC		1114 AVENUE OF AMERICAS	NEW YORK	NY	10036	USA
A N E INVESTMENT GROUP CORP			1414 NW 107 AVE 102	DORAL	FL	33172	USA
ALAN I WEINER	MIRIAM WEINER		7941 WEST DR APT 202	NORTH BAY VILLAGE	FL	33141	USA
ALAN L ANDAI			7941 WEST DR APT 302	NORTH BAY VILLAGE	FL	33141	USA
ALEYDA SARRIA			7933 WEST DR UNIT 921	NORTH BAY VILLAGE	FL	33141	USA
ALLAN M MAQUIEIRA			7941 WEST DR 301	NORTH BAY VILLAGE	FL	33141	USA
ANDRIES GIDEON VAN AARDE			7934 WEST DR 902	NORTH BAY VILLAGE	FL	33141	USA
ANGEL DERUVO			25 NEPTUNE BLVD APT 4L	LONG BEACH	NY	11561	USA
ANTONIO G DEL CAMPO &W MARYVONNE			981 NE 82 TER	MIAMI	FL	33138	USA
AUGUSTO R MARTINEZ			7933 WEST DR 505	NORTH BAY VILLAGE	FL	33141	USA
AUSTIN J KERKER			850 N MIAMI AVE W310	MIAMI	FL	33136	USA
BAMBI BETTS			7933 WEST DR 923	NORTH BAY VILLAGE	FL	33141	USA
BARBARA S DIAMOND			7934 WEST DR 701	NORTH BAY VILLAGE	FL	33141	USA
BLANCA M WESTGATE			7933 WEST DR PHB	NORTH BAY VILLAGE	FL	33141	USA
BLANCA WESTGATE			7933 WEST DR PH-B	NORTH BAY VILLAGE	FL	33141	USA
CARL SCOTT HUMMEL			7939 WEST DR 103	NORTH BAY VILLAGE	FL	33141	USA
CAROLINA BURGOS			7939 WEST DR 204	NORTH BAY VILLAGE	FL	33141	USA
CENK SENGUN			7934 WEST DR 1605	NORTH BAY VILLAGE	FL	33141	USA
CHERYL ANN KAPLAN	MARTIN KAWASAKI OGAWA		7934 WEST DR 1404	NORTH BAY VILLAGE	FL	33141	USA
CHRISTIAN NWOKE			7934 WEST DR 1002	NORTH BAY VILLAGE	FL	33141	USA
CORINA MONTEVERDE	PABLO RODRIGUEZ TRS	THE MONTEVERDE FAMILY TRUST	7934 WEST DR 1503	NORTH BAY VILLAGE	FL	33141	USA
DANIEL BAJAROFF			PO BOX 402247	MIAMI BEACH	FL	33140	USA
DANISA JACOBSON			7934 WEST DR 1204	NORTH BAY VILLAGE	FL	33141	USA
DAVID M CROWDER &	OKAN MISIRLI JTRS		7934 WEST DR 702	NORTH BAY VILLAGE	FL	33141	USA
DIEGO A ACOSTA			7934 WEST DR 504	NORTH BAY VILLAGE	FL	33141	USA
DOREEN LIMA			7934 WEST DR 601	NORTH BAY VILLAGE	FL	33141	USA
EDGAR ABADA			7939 WEST DR 304	NORTH BAY VILLAGE	FL	33141	USA
EDWARD VAN EKERIS			7941 W DR APT 102	NORTH BAY VILLAGE	FL	33141	USA
ERIKA KULCSAR	ANDRAS KULCSAR		3199 O OCEAN DE 206E	HALLANDALE	FL	33009	USA
EUGENE CHARLES ECKHARDT TRS	THE EUGENE CHARLES ECKHARDT AND	PHILIP YEE REV TR	7934 WEST DR 605	NORTH BAY VILLAGE	FL	33141	USA
FDV TRAVEL & SERVICES LLC			7524 BUCCANEER AVE	NORTH BAY VILLAGE	FL	33141	USA
FEDERICO BOSCOLO	STEFANIE BUCHREITER		7934 WEST DR UNIT 1604	NORTH BAY VILLAGE	FL	33141	USA
GERBIL HOLDINGS LLC			4770 BISCAYNE BLVD STE 970	MIAMI	FL	33137	USA
GIANINA ARMELLA	JOSHUA SHORE		7934 WEST DR 1001	NORTH BAY VILLAGE	FL	33141	USA
GLORIA E BAILEN			7935 WEST DR 3	NORTH BAY VILLAGE	FL	33141	USA
GWONDA WASHINGTON			7933 WEST DR NO 1130	NORTH BAY VILLAGE	FL	33141	USA
HUA JIN			7934 WEST DR 1502	NORTH BAY VILLAGE	FL	33141	USA
ISABEL OLINDA SEMINARIO			7933 WEST DR 403	NORTH BAY VILLAGE	FL	33141	USA

JACOB WATERFRONT PROPERTIES LLC			1177 NW 81 ST	MIAMI	FL	33150	USA
JAIME BAKER			7939 WEST DR 303	NORTH BAY VILLAGE	FL	33141	USA
JANIER JAVIER CHAO BOSCH			7933 WEST DR 1027	NORTH BAY VILLAGE	FL	33141	USA
JEANETTE FURMAN TRS	JEANETTE S FURMAN REVOCABLE TR		1590 S TREASURE DR	NORTH BAY VILLAGE	FL	33141	USA
JED R FRIEDMAN			7934 WEST DR 1601	NORTH BAY VILLAGE	FL	33141	USA
JORGE COLON			7934 WEST DR 1402	NORTH BAY VILLAGE	FL	33141	USA
JOSE AGUSTIN ARVELO MORALES			7933 WEST DR 818	NORTH BAY VILLAGE	FL	33141	USA
JOSE LUIS MOLL DIAZ			7939 WEST DR 203	NORTH BAY VILLAGE	FL	33141	USA
JOSE MARIA BLANC TRS	THE JOSE MARIA BLANC LIVING TR	ANNE SCONBERG TRS	7934 WEST DR 602	NORTH BAY VILLAGE	FL	33141	USA
JUAN DOUZOGLOU	GRACIELA MUNOZ DOUZOGLOU	SOFIA GRACIELA DOUZOGLOU	7934 WEST DR APT 905	NORTH BAY VILLAGE	FL	33141	USA
JUSTINE PARRY			7933 WEST DR PH A	NORTH BAY VILLAGE	FL	33141	USA
KEVIN SIEVERT	PAOLA PAEZ		7934 WEST DR 804	NORTH BAY VILLAGE	FL	33141	USA
LIDDENNY GALINDO			7934 WEST DR 603	NORTH BAY VILLAGE	FL	33141	USA
LILIAM BRITO			7935 WEST DR 6	NORTH BAY VILLAGE	FL	33141	USA
LILLIAN MENENDEZ MARTINEZ			7933 WEST DR 402	NORTH BAY VILLAGE	FL	33141	USA
LINDA M GIVENS			7933 WEST DR 1129	NORTH BAY VILLAGE	FL	33141	USA
LONGUE ECHEANCE LLP			888 BLVD OF THE ARTS 104	SARASOTA	FL	34236	USA
LUCIANA RODRIGUES LOUREIRO	SANDRA TAVARES PIRES		7934 WEST DR 1505	NORTH BAY VILLAGE	FL	33141	USA
LUIS L RODRIGUEZ			7933 WEST DR 609	NORTH BAY VILLAGE	FL	33141	USA
MARCELO MONTESINOS			13986 GREENTREE TRAIL	WELLINGTON	FL	33414	USA
MARISSA LEICHTER	MATTHEW VINCENZ		7933 WEST DR 402	NORTH BAY VILLAGE	FL	33141	USA
MARK HOWARD LOWELL			7934 WEST DR 1003	NORTH BAY VILLAGE	FL	33141	USA
MARK L JOSEPH			7394 WEST DR 1005	MIAMI BEACH	FL	33141	USA
MARTIN ESEVERRI	MARIA ESEVERRI		7934 WEST DR 1102	NORTH BAY VILLAGE	FL	33141	USA
MELISA BRITO			7935 WEST DR 8	NORTH BAY VILLAGE	FL	33141	USA
MERCEDES BRITO LE	REM LILIAM BRITO	REM MARGARITA BRITO	7935 WEST DR 4	NORTH BAY VILLAGE	FL	33141	USA
METIS ATASH			9015 NE 10 AVE	MIAMI	FL	33138	USA
MIGUEL A GOMEZ			7934 WEST DR 501	NORTH BAY VILLAGE	FL	33141	USA
MOYEN TERM LLC			888 BLVD OF THE ARTS 104	SARASOTA	FL	34236	USA
NAMASTE STA LLC			7934 WEST DR 904	NORTH BAY VILLAGE	FL	33141	USA
NATALIA GIRALDO			7933 WEST DR 922	NORTH BAY VILLAGE	FL	33141	USA
NAZRUL ISLAM KHAN	NUSRAT JAHAN KHAN		7933 WEST DR 611	NORTH BAY VILLAGE	FL	33141	USA
NEDA BAHMADI			7934 WEST DR 704	NORTH BAY VILLAGE	FL	33141	USA
NELSON VELOZ JR			7933 WEST DR 506	NORTH BAY VILLAGE	FL	33141	USA
NICOLA F BRISUELA			1525 NORMANDY DR	MIAMI BEACH	FL	33141	USA
NIKKI LAUREN MERAS			7933 WEST DR 713	NORTH BAY VILLAGE	FL	33141	USA
NORMAN REYES			7933 WEST DR 1025	NORTH BAY VILLAGE	FL	33141	USA
PADMA ADIL	TARIK ADIL		460 NE 28 ST 2901	MIAMI	FL	33137	USA
PAOLA FORNARI			7933 WEST DR 1026	NORTH BAY VILLAGE	FL	33141	USA
PATRICIA DIAZ	JENNIFER DAVIDSON		7941 WEST DR APT 101	NORTH BAY VILLAGE	FL	33139	USA
PATRICIA STONE			7934 WEST DR UNIT 1104	NORTH BAY VILLAGE	FL	33141	USA
PEDRO LINARES ZELAYA			7935 WEST DR 2	NORTH BAY VILLAGE	FL	33141	USA
PETER J ANCONA	KRISTINE ANCONA		7934 WEST DR 1501	NORTH BAY VILLAGE	FL	33141	USA
PETER J MIRENDA	YULIANA MIRENDA		7934 WEST DR UNIT 803	NORTH BAY VILLAGE	FL	33141	USA
RAFAELE ARCAUTE			7934 WEST DR 1004	NORTH BAY VILLAGE	FL	33141	USA

RICHARD BONA			7934 WEST DR 1105	NORTH BAY VILLAGE	FL	33141	USA
RMELY LLC			849 TANGLEWOOD CIR	WESTON	FL	33327	USA
ROBERTO JOSE CUTILLAS GARCIA			1902 ORCHARD DR	APOPKA	FL	32712	USA
ROLANDO S PROENZA			16786 SW 51 ST	MIRAMAR	FL	33027	USA
ROLANDO SALVADOR PROENZA			16786 SW 51 ST	HOLLYWOOD	FL	33027	USA
RUSSELL KARATH	VERONICA MORAGA KARATH		7934 WEST DR UNIT 604	NORTH BAY VILLAGE	FL	33141	USA
SATOKO UMEDA			7939 WEST DR 104	NORTH BAY VILLAGE	FL	33141	USA
SCORPION MIAMI LLC			7500 NW 25 ST 426	MIAMI	FL	33122	USA
SHAHRAM TAMAMI			8815 VICTORY LN	POTOMAC	MD	20854	USA
SIJU CHEMMANOOR	ANN ELIZABETH CHEMMANOOR		7934 WEST DR 1403	NORTH BAY VILLAGE	FL	33141	USA
SPACE 801 LLC			1200 BRICKELL AVE 1950	MIAMI	FL	33141	USA
SPACE FORK REAL ESTATE	PROJECT LLC		7934 WEST DR 1101	NORTH BAY VILLAGE	FL	33141	USA
SPAZIO 01 LLC			1 CENTURY LN 302	MIAMI BEACH	FL	33139	USA
SRINIVASAN RAVICHANRAN	SHANTI RAVICHANDRAN		7933 WEST DR 716	NORTH BAY VILLAGE	FL	33141	USA
STELLA BARBA			7934 WEST DR 802	NORTH BAY VILLAGE	FL	33141	USA
SVETLANA KOSTIC			7934 WEST DR 1201	NORTH BAY VILLAGE	FL	33141	USA
SYED RAJJAZ RIZVI	MIREYA E RIZVI		7933 WEST DR 508	NORTH BAY VILLAGE	FL	33141	USA
TANGIE C WHITE			7933 WEST DR UNIT 819	NORTH BAY VILLAGE	FL	33141	USA
TEDD 1 LLC			201 CROSS ST	MIAMI SPRINGS	FL	33166	USA
VERONICA A SUPPA			6812 BURR OAK DR	PLANO	TX	75023-1944	USA
VERY LUCKY SPACE LLC			1400 LINCOLN RD 504	MIAMI BEACH	FL	33139	USA
VICTOR H REYES	CELIA REYES		843 S LINCOLN ST	HINSDALE	IL	60521	USA
XAVIER RUBIO FRANCH	JULIANA VAN WAVEREN		7934 WEST DR 1405	NORTH BAY VILLAGE	FL	33141	USA
YARJOUR INVESTMENTS LLC			1184 98 ST	BAL HARBOUR	FL	33154	USA

JOSEPHINE MARRELLO LE
REM DYLAN MURRAY
33 OSTEND AVE
TORONTO, ON M6S 1L3
CANADA

LUISA FORNARI
VIA RICCARDO ZANDONAI 91
ROMA, 00135
ITALY

MARITZA LOO DE ZISOPULOS
PO BOX 646
PANAMA 1
PANAMA

7935 W DR UNIT 5 LLC
1825 BAY DR
MIAMI BEACH, FL 33141

7935 WEST DRIVE UNIT 7 LLC
1825 BAY DR
MIAMI BEACH, FL 33141

7940 NBV PARTNERS LLC
1045 10 ST APT 904
MIAMI BEACH, FL 33139

8000 WEST DRIVE GROUND OWNER LLC
C/O SAFEHOLD INC
1114 AVENUE OF AMERICAS
NEW YORK, NY 10036

A N E INVESTMENT GROUP CORP
1414 NW 107 AVE 102
DORAL, FL 33172

ALAN I WEINER
MIRIAM WEINER
7941 WEST DR APT 202
NORTH BAY VILLAGE, FL 33141

ALAN L ANDAI
7941 WEST DR APT 302
NORTH BAY VILLAGE, FL 33141

ALEYDA SARRIA
7933 WEST DR UNIT 921
NORTH BAY VILLAGE, FL 33141

ALLAN M MAQUIEIRA
7941 WEST DR 301
NORTH BAY VILLAGE, FL 33141

ANDRIES GIDEON VAN AARDE
7934 WEST DR 902
NORTH BAY VILLAGE, FL 33141

ANGEL DERUVO
25 NEPTUNE BLVD APT 4L
LONG BEACH, NY 11561

ANTONIO G DEL CAMPO &W MARYVONNE
981 NE 82 TER
MIAMI, FL 33138

AUGUSTO R MARTINEZ
7933 WEST DR 505
NORTH BAY VILLAGE, FL 33141

AUSTIN J KERKER
850 N MIAMI AVE W310
MIAMI, FL 33136

BAMBI BETTS
7933 WEST DR 923
NORTH BAY VILLAGE, FL 33141

BARBARA S DIAMOND
7934 WEST DR 701
NORTH BAY VILLAGE, FL 33141

BLANCA M WESTGATE
7933 WEST DR PHB
NORTH BAY VILLAGE, FL 33141

BLANCA WESTGATE
7933 WEST DR PH-B
NORTH BAY VILLAGE, FL 33141

CARL SCOTT HUMMEL
7939 WEST DR 103
NORTH BAY VILLAGE, FL 33141

CAROLINA BURGOS
7939 WEST DR 204
NORTH BAY VILLAGE, FL 33141

CENK SENGUN
7934 WEST DR 1605
NORTH BAY VILLAGE, FL 33141

CHERYL ANN KAPLAN
MARTIN KAWASAKI OGAWA
7934 WEST DR 1404
NORTH BAY VILLAGE, FL 33141

CHRISTIAN NWOKE
7934 WEST DR 1002
NORTH BAY VILLAGE, FL 33141

CORINA MONTEVERDE
PABLO RODRIGUEZ TRS
THE MONTEVERDE FAMILY TRUST
7934 WEST DR 1503
NORTH BAY VILLAGE, FL 33141

DANIEL BAJAROFF
PO BOX 402247
MIAMI BEACH, FL 33140

DANISA JACOBSON
7934 WEST DR 1204
NORTH BAY VILLAGE, FL 33141

DAVID M CROWDER &
OKAN MISIRLI JTRS
7934 WEST DR 702
NORTH BAY VILLAGE, FL 33141

DIEGO A ACOSTA
7934 WEST DR 504
NORTH BAY VILLAGE, FL 33141

DOREEN LIMA
7934 WEST DR 601
NORTH BAY VILLAGE, FL 33141

EDGAR ABADA
7939 WEST DR 304
NORTH BAY VILLAGE, FL 33141

EDWARD VAN EKERIS
7941 W DR APT 102
NORTH BAY VILLAGE, FL 33141

ERIKA KULCSAR
ANDRAS KULCSAR
3199 O OCEAN DE 206E
HALLANDALE, FL 33009

EUGENE CHARLES ECKHARDT TRS
THE EUGENE CHARLES ECKHARDT AND
PHILIP YEE REV TR
7934 WEST DR 605
NORTH BAY VILLAGE, FL 33141

FDV TRAVEL & SERVICES LLC
7524 BUCCANEER AVE
NORTH BAY VILLAGE, FL 33141

FEDERICO BOSCOLO
STEFANIE BUCHREITER
7934 WEST DR UNIT 1604
NORTH BAY VILLAGE, FL 33141

GERBIL HOLDINGS LLC
4770 BISCAYNE BLVD STE 970
MIAMI, FL 33137

GIANINA ARMELLA
JOSHUA SHORE
7934 WEST DR 1001
NORTH BAY VILLAGE, FL 33141

GLORIA E BAILEN
7935 WEST DR 3
NORTH BAY VILLAGE, FL 33141

GWONDA WASHINGTON
7933 WEST DR NO 1130
NORTH BAY VILLAGE, FL 33141

HUA JIN
7934 WEST DR 1502
NORTH BAY VILLAGE, FL 33141

ISABEL OLINDA SEMINARIO
7933 WEST DR 403
NORTH BAY VILLAGE, FL 33141

JACOB WATERFRONT PROPERTIES LLC
1177 NW 81 ST
MIAMI, FL 33150

JAIME BAKER
7939 WEST DR 303
NORTH BAY VILLAGE, FL 33141

JANIER JAVIER CHAO BOSCH
7933 WEST DR 1027
NORTH BAY VILLAGE, FL 33141

JEANETTE FURMAN TRS
JEANETTE S FURMAN REVOCABLE TR
1590 S TREASURE DR
NORTH BAY VILLAGE, FL 33141

JED R FRIEDMAN
7934 WEST DR 1601
NORTH BAY VILLAGE, FL 33141

JORGE COLON
7934 WEST DR 1402
NORTH BAY VILLAGE, FL 33141

JOSE AGUSTIN ARVELO MORALES
7933 WEST DR 818
NORTH BAY VILLAGE, FL 33141

JOSE LUIS MOLL DIAZ
7939 WEST DR 203
NORTH BAY VILLAGE, FL 33141

JOSE MARIA BLANC TRS
THE JOSE MARIA BLANC LIVING TR
ANNE SCONBERG TRS
7934 WEST DR 602
NORTH BAY VILLAGE, FL 33141

JUAN DOUZOGLOU
GRACIELA MUNOZ DOUZOGLOU
SOFIA GRACIELA DOUZOGLOU
7934 WEST DR APT 905
NORTH BAY VILLAGE, FL 33141

JUSTINE PARRY
7933 WEST DR PH A
NORTH BAY VILLAGE, FL 33141

KEVIN SIEVERT
PAOLA PAEZ
7934 WEST DR 804
NORTH BAY VILLAGE, FL 33141

LIDDENNY GALINDO
7934 WEST DR 603
NORTH BAY VILLAGE, FL 33141

LILIAM BRITO
7935 WEST DR 6
NORTH BAY VILLAGE, FL 33141

LILLIAN MENENDEZ MARTINEZ
7933 WEST DR 402
NORTH BAY VILLAGE, FL 33141

LINDA M GIVENS
7933 WEST DR 1129
NORTH BAY VILLAGE, FL 33141

LONGUE ECHEANCE LLP
888 BLVD OF THE ARTS 104
SARASOTA, FL 34236

LUCIANA RODRIGUES LOUREIRO
SANDRA TAVARES PIRES
7934 WEST DR 1505
NORTH BAY VILLAGE, FL 33141

LUIS L RODRIGUEZ
7933 WEST DR 609
NORTH BAY VILLAGE, FL 33141

MARCELO MONTESINOS
13986 GREENTREE TRAIL
WELLINGTON, FL 33414

MARISSA LEICHTER
MATTHEW VINCENZ
7933 WEST DR 402
NORTH BAY VILLAGE, FL 33141

MARK HOWARD LOWELL
7934 WEST DR 1003
NORTH BAY VILLAGE, FL 33141

MARK L JOSEPH
7394 WEST DR 1005
MIAMI BEACH, FL 33141

MARTIN ESEVERRI
MARIA ESEVERRI
7934 WEST DR 1102
NORTH BAY VILLAGE, FL 33141

MELISA BRITO
7935 WEST DR 8
NORTH BAY VILLAGE, FL 33141

MERCEDES BRITO LE
REM LILIAM BRITO
REM MARGARITA BRITO
7935 WEST DR 4
NORTH BAY VILLAGE, FL 33141

METIS ATASH
9015 NE 10 AVE
MIAMI, FL 33138

MIGUEL A GOMEZ
7934 WEST DR 501
NORTH BAY VILLAGE, FL 33141

MOYEN TERM LLC
888 BLVD OF THE ARTS 104
SARASOTA, FL 34236

NAMASTE STA LLC
7934 WEST DR 904
NORTH BAY VILLAGE, FL 33141

NATALIA GIRALDO
7933 WEST DR 922
NORTH BAY VILLAGE, FL 33141

NAZRUL ISLAM KHAN
NUSRAT JAHAN KHAN
7933 WEST DR 611
NORTH BAY VILLAGE, FL 33141

NEDA BAHMADI
7934 WEST DR 704
NORTH BAY VILLAGE, FL 33141

NELSON VELOZ JR
7933 WEST DR 506
NORTH BAY VILLAGE, FL 33141

NICOLA F BRISUELA
1525 NORMANDY DR
MIAMI BEACH, FL 33141

NIKKI LAUREN MERAS
7933 WEST DR 713
NORTH BAY VILLAGE, FL 33141

NORMAN REYES
7933 WEST DR 1025
NORTH BAY VILLAGE, FL 33141

PADMA ADIL
TARIK ADIL
460 NE 28 ST 2901
MIAMI, FL 33137

PAOLA FORNARI
7933 WEST DR 1026
NORTH BAY VILLAGE, FL 33141

PATRICIA DIAZ
JENNIFER DAVIDSON
7941 WEST DR APT 101
NORTH BAY VILLAGE, FL 33139

PATRICIA STONE
7934 WEST DR UNIT 1104
NORTH BAY VILLAGE, FL 33141

PEDRO LINARES ZELAYA
7935 WEST DR 2
NORTH BAY VILLAGE, FL 33141

PETER J ANCONA
KRISTINE ANCONA
7934 WEST DR 1501
NORTH BAY VILLAGE, FL 33141

PETER J MIRENDA
YULIANA MIRENDA
7934 WEST DR UNIT 803
NORTH BAY VILLAGE, FL 33141

RAFAELE ARCAUTE
7934 WEST DR 1004
NORTH BAY VILLAGE, FL 33141

RICHARD BONA
7934 WEST DR 1105
NORTH BAY VILLAGE, FL 33141

RMELY LLC
849 TANGLEWOOD CIR
WESTON, FL 33327

ROBERTO JOSE CUTILLAS GARCIA
1902 ORCHARD DR
APOPKA, FL 32712

ROLANDO S PROENZA
16786 SW 51 ST
MIRAMAR, FL 33027

ROLANDO SALVADOR PROENZA
16786 SW 51 ST
HOLLYWOOD, FL 33027

RUSSELL KARATH
VERONICA MORAGA KARATH
7934 WEST DR UNIT 604
NORTH BAY VILLAGE, FL 33141

SATOKO UMEDA
7939 WEST DR 104
NORTH BAY VILLAGE, FL 33141

SCORPION MIAMI LLC
7500 NW 25 ST 426
MIAMI, FL 33122

SHAHRAM TAMAMI
8815 VICTORY LN
POTOMAC, MD 20854

SIJU CHEMMANOOR
ANN ELIZABETH CHEMMANOOR
7934 WEST DR 1403
NORTH BAY VILLAGE, FL 33141

SPACE 801 LLC
1200 BRICKELL AVE 1950
MIAMI, FL 33141

SPACE FORK REAL ESTATE
PROJECT LLC
7934 WEST DR 1101
NORTH BAY VILLAGE, FL 33141

SPAZIO 01 LLC
1 CENTURY LN 302
MIAMI BEACH, FL 33139

SRINIVASAN RAVICHANRAN
SHANTI RAVICHANDRAN
7933 WEST DR 716
NORTH BAY VILLAGE, FL 33141

STELLA BARBA
7934 WEST DR 802
NORTH BAY VILLAGE, FL 33141

SVETLANA KOSTIC
7934 WEST DR 1201
NORTH BAY VILLAGE, FL 33141

SYED RAJJAZ RIZVI
MIREYA E RIZVI
7933 WEST DR 508
NORTH BAY VILLAGE, FL 33141

TANGIE C WHITE
7933 WEST DR UNIT 819
NORTH BAY VILLAGE, FL 33141

TEDD 1 LLC
201 CROSS ST
MIAMI SPRINGS, FL 33166

VERONICA A SUPPA
6812 BURR OAK DR
PLANO, TX 75023-1944

VERY LUCKY SPACE LLC
1400 LINCOLN RD 504
MIAMI BEACH, FL 33139

VICTOR H REYES
CELIA REYES
843 S LINCOLN ST
HINSDALE, IL 60521

XAVIER RUBIO FRANCH
JULIANA VAN WAVEREN
7934 WEST DR 1405
NORTH BAY VILLAGE, FL 33141

YARJOUR INVESTMENTS LLC
1184 98 ST
BAL HARBOUR, FL 33154

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**
May 6, 2026, at 6:00 PM	May 19, 2026, at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: 7940 NBV Partners, LLC

LOCATION: 7940 West Drive, North Bay Village, FL 33141

USE EXCEPTION REQUEST: The Applicant seeks approval for the following

1. To allow a Temporary Sales Center at the property located at 7938-7940 West Drive with a rear setback of fifteen (15) feet, where twenty-five (25) feet are required, and a second side setback of zero (0) feet where forty-eight (48) feet are required.

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.

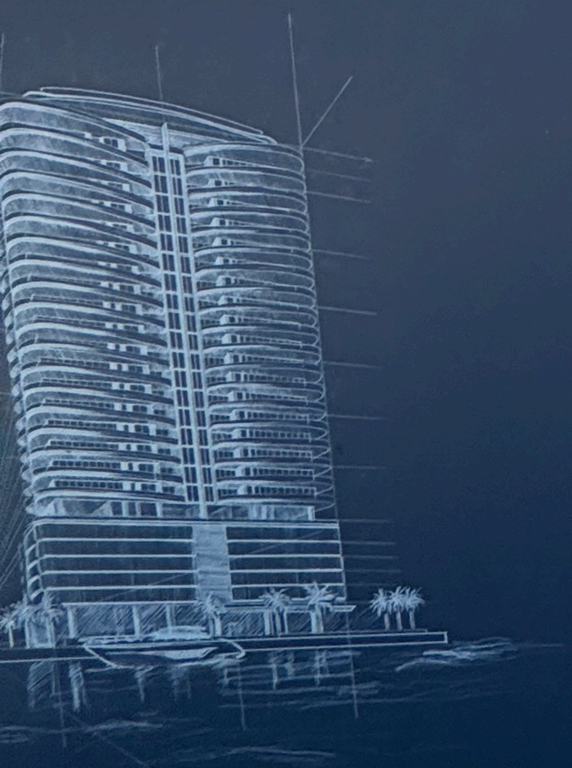
In accordance with the Americans with Disabilities Act of 1990 (ADA), persons needing special accommodations to participate in these proceedings should contact the Village Clerk's Office for assistance at (305) 756-7171, no later than four (4) business days prior to such proceeding.

Alba L. Chang, CMC
Village Clerk

GALLERY
W OPEN

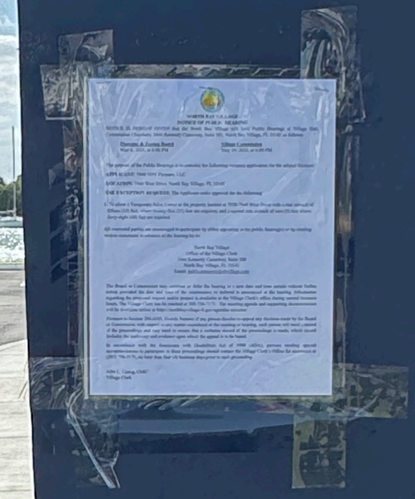
DAY-FRIDAY
am-6pm

DAY & SUNDAY
lam-5pm



ERA
RIZONS

Sales & Marketing by FORTUNE DEVELOPMENT SALES



NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the North Bay Village City Level Public Hearings at Village Hall Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, FL 33141 as follows:

Thursday, June 4, 2026, at 6:00 PM
Village Commission
Tuesday, June 16, 2026, at 6:00 PM

The purpose of the Public Hearings is to consider the following variance applications for the subject location:

APPLICANT: 7900 NBV Partners, LLC

SUBJECT: 7900 West Drive, North Bay Village, FL 33141

THE VARIANCES REQUESTED: The Applicant seeks approval for the following:

1. To allow a Temporary Sales Center at the property located at 7900 North West Drive with a rear setback of fifteen (15) feet, where twenty-five (25) feet are required, and a required side setback of ten (10) feet where forty-eight (48) feet are required.

All interested parties are encouraged to participate by either appearing at the public hearing(s) or by sending written statement in advance of the hearing date to:

North Bay Village
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Email: publiccomment@nbvillage.com

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance 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 Code may be searched 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, not later than four (4) business days prior to such proceeding.

Jennifer L. Ussing, CMC
Village Clerk

PA

RES

PaganiR

305.

7940

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
May 6, 2026, at 6:00 PM	May 19, 2026, at 6:00 PM

The purpose of the Public Hearings is to consider the following variance application for the subject location:

APPLICANT: 7940 NBV Partners, LLC

LOCATION: 7940 West Drive, North Bay Village, FL 33141

USE EXCEPTION REQUEST: The Applicant seeks approval for the following:

1. To allow a Temporary Sales Center at the property located at 7938-7940 West Drive with a rear setback of fifteen (15) feet, where twenty-five (25) feet are required, and a second side setback of zero (0) feet where forty-eight (48) feet are required.

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: [illegible]

The Board or Commission may continue or defer the hearing to a new date and time certain without further notice provided the date and time of the continuance or deferral is announced at the hearing. Information regarding the proposed request and/or project is available at the Village Clerk's office during normal business hours. The Village Clerk can be reached at 305-756-7171. The meeting agenda and supporting documentation will be available online at https://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.

Ariba L. Chaves
Village Clerk

Staples

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 MAY 6, 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:

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.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY 7940 NBV PARTNERS LLC 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 ZERO (0) 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 PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; 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: 858 3784 9219
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

Share:

FILTERS | Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Public Notice - Planning & Zoning Board of North Bay Village meeting

North Bay Village | Publish Date: Apr 21, 2026

Public Notice is hereby given that the Planning & Zoning Board of North Bay Village, FL, will hold a regular meeting on May 6, 2026 at 6 p.m. at 1666 Kennedy Causeway, #101, North Bay Village, FL 33141 and via Zoom, or as soon as possible thereafter.

Public Notice - Senior Management Class Designation

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 MAY 19, 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 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.

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.

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.

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, [APPROVING / APPROVING WITH CONDITIONS / DENYING] AN APPLICATION BY PACIFIC & ORIENT PROPERTIES LLC TO PERMIT A TEMPORARY SALES CENTER TRAILER AT THE PROPERTY LOCATED AT 7918 WEST DRIVE WITH A FRONT SETBACK OF ZERO (0) FEET WHERE TWENTY-FIVE (25) FEET ARE REQUIRED AND A SIDE SETBACK OF ZERO (0) FEET WHERE FIFTEEN (15) 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 7940 NBV PARTNERS LLC 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 ZERO (0) FEET WHERE FORTY-EIGHT (48) FEET IS REQUIRED; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

Share:

FILTERS | Search Legal Ads & Public Notices

SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Notice of Public Hearing – North Bay Village

North Bay Village | Publish Date: May 4, 2026

Public hearing notice for North Bay Village regarding proposed ordinances, resolutions, meeting participation options, and ADA accommodations.

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: May 19, 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: Discussion on the Next Steps of the Stormwater Park to be Located at West Treasure Drive - Sponsored by Mayor Rachel Streitfeld and Commissioner Doris Acosta

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld and Commissioner Acosta are sponsoring a discussion item on the next steps for the Stormwater Park to be located at West Treasure Drive.

As part of this discussion, the following items will be analyzed:

* Estimated cost and timeline for demolition of the existing structure.
* Current condition of the trees on the property.
* Next steps for securing the site.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

Chin Diesel - 7560 W Treasure Drive.pdf

1820 NE 144th Street
North Miami, Florida 33024
Phone: (786) 229-3336 ✶ Fax: (305) 949-1328
www.chindiesel.com

PROPOSAL

DATE: May 7, 2026

Town of North Bay Village
Attn: Steve Buckland
1666 Kennedy Causeway Suite 300
North Bay Village, FL 33141

PROJECT: Galleon Street Town Park
7560 W Treasure Drive North Bay Village, FL 33141

In accordance with your request for bid that we received by phone conversation, **Chin Diesel, Inc.** is pleased to offer our professional services for demolition and removal services.

Chin Diesel, Inc. has adequate resources and industry connections to provide prompt, timely, consistent demolition services at reasonable and highly competitive prices. We maintain active affiliations with the aggregate and material supply industry as well as with engineering firms and material testing laboratories to ensure a quality product that complies with project specifications. **Chin Diesel, Inc.** is a Miami Dade and Broward County, FL CDSBE/SBE Certified Firm, maintains current Miami –Dade, Broward County and City of Pembroke Pines Local Business Tax Receipts and is fully licensed and insured.

CHIN DIESEL, INC., will provide all necessary labor, equipment, materials and supervision to complete the following scopes of work.

SCOPES OF WORK:

Demolition and disposal:

- Removal of existing building including foundations completely up to 2' below grade.
- Removal of existing concrete drive ways and walkways.
- Dust control with on site client supplied water.
- Utility Disconnection liaison, contact and scheduling (NC)
- Reimbursed Permit Expenses
- Fine grade
- Bahia Sod Installation

DEMOLITION TOTAL $32,655.45

1820 NE 144th Street
North Miami, Florida 33024
Phone: (786) 229-3336 ✶ Fax: (305) 949-1328
www.chindiesel.com

Exclusions:

Permits plus any permit runner fees will be charged at cost.
Asbestos survey and abatement will be charged at cost.
Septic pumpout will be charged at cost.
Delays not a cause of our own
LAYOUT
Storage of any items
Fencing
Disconnections

UNFORSEEN CONDITIONS: If in the performance of **CHIN DIESEL, INC**. discovers latent, concealed, or subsurface physical conditions which differ materially from those indicated in the contract documents or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, and not generally recognized as inherent in the kind of work provided for in this Agreement, the contract amount and/ or the progress schedule shall be equitably adjusted by a Change Order within a reasonable time after the conditions are observed There will be an additional cost for this unforeseen condition.

In no event shall the contractor be liable for any loss, expense or claim relating to damage or injury to any person or property, which occurred prior to the contract start date or which results from an event which occurred or a condition or state of fact which existed prior to the start date of this contract (including but not limited to the presence of asbestos and lead based paints in the owners facility or the release thereof into the environment), if such event or condition is not caused or made substantially worse by the contractor.

Thank You for the opportunity to submit this proposal. Should you require any additional information, or have any questions, please feel free to contact the undersigned at any time.

Leon C. Chin-You
President

PROPOSAL VALID FOR 30 DAYS. **PAYMENT TERMS: 25% Deposit Balance Due on completion**

AGREED AND ACCEPTED BY:

Signed _____ Title: _____

Name: _____ Date: _____

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk and Commissioner Doris Acosta

SUBJECT: Discussion on the proposed PFL/AFA Programming, Scholarships, Field Schedules, Summer Programs, and Kids Soccer Program - Sponsored by Vice Mayor Goran Cuk and Co-Sponsored by Commissioner Doris Acosta

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Vice Mayor Cuk and Commissioner Acosta would like to engage the Village Commission in discussion regarding the proposed PFL/AFA programming at the Village Community Center, including Scholarships, Field Schedules, Summer Programs, and the Youth Soccer Program.

Enclosed for your reference is the Programming schedule for the Treasure Island Elementary (TIES) fields and Galleon Padel Courts.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

Programming Schedule - Per Agreement.pdf

EXHIBIT D

OPERATION AND MANAGEMENT AGREEMENT

Exhibit C

Programming Schedule

TIES 11 x 11 Field		
Day	Time	Activity
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	Academy (ages 6-11)
	7:00pm	Academy (ages 12-17)
	8:30pm	Rent
	9:30pm	Rent
	10:30pm	Rent
	11:00pm	Clean Up
	11:30pm	

TIES 5 x 5 Fields 1,2,3		
Day	Time	Activity
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	Academy (ages 6-11)
	7:00pm	Academy (ages 12-17)
	8:30pm	Rent
	9:30pm	Rent
	10:30pm	Rent
	11:00pm	Clean Up
	11:30pm	

TIES 5 x 5 Field 4		
Day	Time	Activity
Mon-Fri	2:30pm	TIES Free Instruction
	3:30pm	TIES Free Instruction
	4:30pm	TIES Free Instruction
	5:30pm	TIES Free Instruction
	6:30pm	NBV Use
	7:30pm	NBV Use
	8:30pm	NBV Use
	9:30pm	NBV Use
	10:30pm	NBV Use
	11:00pm	Clean Up
	11:30pm	

GALLEON PADEL COURTS		
Day	Time	Activity
Mon-Sun	8am	Rent
	9am	Rent
	10am	Rent
	11am	Rent
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	Clean Up
	11:30pm	

Day	Time	Activity
Sat-Sun	8am	Academy
	9am	Academy
	10am	Academy
	11am	Academy
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	Clean Up
	11:30pm	

Day	Time	Activity
Sat-Sun	8am	NBV Use
	9am	NBV Use
	10am	NBV Use
	11am	NBV Use
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	Rent
	6pm	Rent
	7pm	Rent
	8pm	Rent
	9pm	Rent
	10pm	Rent
	11pm	Clean Up
	11:30pm	

Day	Time	Activity
Sat-Sun	8am	NBV Use
	9am	NBV Use
	10am	NBV Use
	11am	NBV Use
	noon	NBV Use
	1pm	NBV Use
	2pm	NBV Use
	3pm	NBV Use
	4pm	NBV Use
	5pm	NBV Use
	6pm	NBV Use
	7pm	NBV Use
	8pm	NBV Use
	9pm	NBV Use
	10pm	NBV Use
	11pm	Clean Up
	11:30pm	

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Andy Daro

SUBJECT: Update on the Island Walk Project - Sponsored by Commissioner Andy Daro

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
None

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Andy Daro

SUBJECT: Discussion on the Potential Addition of Electric Vehicle Charging Stations in the Village - Sponsored by Commissioner Andy Daro

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Daro wishes to engage the Village Commission on potentially adding Electric Vehicle Charging Stations throughout the Village.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 on a Proposed Community Contributions Formula - Sponsored by Commissioner Richard Chervony

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Chervony would like to have an open discussion regarding the Community Contribution Fee Schedule.

Attached are Commissioner Chervony's proposed options for the Village Commission's review and consideration.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ATTACHMENTS

Proposed Building Height RM70 CC.pdf

Propose:

Any and all properties that have purchase TDR's as of April 30, 2026 will abide by the agreement that is in place today which is "For every 10 feet of bonus building height approved by the Commission the cost is $750 per residential unit in the building

Currently the code allows you can purchase additional Bonus Height in the RM70 code going from the allowed 150 feet from BFE plus Freeboard to 240 feet.

This cost of purchasing this bonus height $10,000.00 per vertical lineal foot of bonus due within 60 days of site plan approval.

(Example: The request is for the maximum 90 feet x at $10,000 per linear foot = payment of $900,000 bonus height payment)

On top of that you are allowed to purchase TDR's while they last, If you purchase the maximum number of TDR's allowed for the project you are allowed an additional 30% to 312 feet. The maximum TDR bonus height you can purchase is 72 linear feet. (two options):

OPTION 1: If we increase the cost of bonus height charge of $10,000.00 per vertical linear foot of bonus due within 60 days of site plan approval the maximum height allowed of 72 linear feet is an additional $720,000.00.

OPTION 2: If we increase the TDR purchase of bonus height which is 30% of height to $25,000.00 per vertical linear foot of bonus due within 60 days of site plan approval the maximum allowed of 72 linear feet is an additional $1,800,000.00

IN ADDITION:

Community Contribution Fees for TDR (Transfer Density Rights / Sec 8.13)

$175,000 per non waterfront transferred density unit and $200,000 per waterfront transferred density unit approved by the Village Commission. Remember we only have currently 48 TDR's left as of 4/30 unless Legal and Planning advises of more based on rough estimates from the additional properties that Sunbeam deeded to us and we have two committed to Gran Vita as the requested reso discussed by the Commission at the last meeting.

ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 on the Zoning Review for RM40 - Sponsored by Commissioner Richard Chervony

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Chervony would like to engage the Village Commission in a discussion regarding a review of the RM-40 Zoning District.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.G

North Bay Village
Recommendation Memorandum

DATE: May 19, 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 Proposed Agreement Amendment to the Agreement with Treasure Isle Care Center - Village Manager, Frank Rollason

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

During the April 21, 2026, Village Commission Meeting, the Village Commission directed the Village Manager to coordinate with the Treasure Isle Care Center (TICC) regarding the use of the parking lot.

Village Manager Rollason is providing a summary of the most recent meeting, along with the proposed terms for amendment to the Agreement. Assuming the terms are accepted by the Village Commission, an amendment to the Agreement will be drafted consistent with the terms and executed by the Village Manager.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

To be Determine

PERSONNEL IMPACT

None

ATTACHMENTS

Proposed Amendments - TICC.pdf

TREASURE ISLAND CARE CENTER

NBV PARKING LOT

As a result of the May 4, 2026, meeting between the NBV Administration and TICC Staff, the following parking lot arrangements have been agreed upon by both parties:

1. The 4 parking spots located on the NE corner of the lot will be permanently vacated. This will allow public access at all hours to the entrance gates onto the sidewalks abutting the large soccer field for the public walk-in and for the Police Department for their utility vehicle.
2. On Mondays through Fridays after 3:00pm the remainder parking spots on the south side of the lot will be vacated as much as their existing on-site parking spaces will allow. This will provide public parking during after-school hours.
3. On Saturdays and Sundays, the parking lot will be totally vacated by TICC staff as much as their existing on-site parking spaces will allow. This will provide public parking all day on the weekend.
4. The non-parking space area immediately adjacent to the TICC front entrance shall remain available to TICC at all times for access by Fire Rescue, ambulances and private transport vehicles for resident emergencies and scheduled appointments.

ITEM NO. 14.H

North Bay Village
Recommendation Memorandum

DATE: May 19, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Discussion and Appointment to the Sustainability & Resilience Task Force - Village Clerk, Alba L. Chang

---

RECOMMENDATION

BACKGROUND AND ANALYSIS

On April 29, 2026, Neil Krasner, of the Sustainability & Resiliency Task Force, submitted his resignation to the Village. Over the past month, the Village has advertised the Task Force vacancy and have received three applications for appointment to the Task Force.

Enclosed for your consideration are the following residents' applications:

* Alessio, Jessica
* Santil, Silvia
* Samaroo, Michelle

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

SRTF request for Appointment - 3 Applicants.pdf

The purpose of the **Sustainability and Resilience Task Force** is to advise the Village Commission on strategies and policies for continuing to implement the adopted plan and its updates and taking adaptation measures in response to climate change.

CURRENT TASK FORCE MEMBERS

FIRST NAME	LAST NAME	TITLE	ISLAND
Alisha	Graham	Chair	Treasure Island
David	Doebler	Vice Chair	Harbor Island
Oliver	Pfeffer	Secretary	North Bay Island
Brenda	Krebs	Board Member	Harbor Island

NEW APPLICANTS

FIRST NAME	LAST NAME	ISLAND
Jessica	Alessio	Treasure Island
Silvia	Santilli	Treasure Island
Michelle	Samarro	Treasure Island

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time, however applications are only considered when there is a vacancy on a board. Please be advised that all submitted board and committee applications are a public record and therefore subject to the disclosure of chapter 119 of the Florida statues.

Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 5/8/26 NAME JESSICA L. ALESSIO

MAILING ADDRESS 7601 E. TREASURE DR 410 ZIP 33141

EMAIL sofreshsocleanotsouthflorida@gmail.com PHONE 7816985293

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER NBV CHAMBER OF COMMERCE EMAIL — NEW MEMBER

ARE YOU ARE A VILLAGE RESIDENT: YES ☒ NO ☐ IF YES, HOW MANY YEARS? 14 years

VERIFICATION OF RESIDENCY:
(The following are required with application)

License (see attached)

* Driver's License *(Required)*: ☒ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☒ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ☒ NO ☐

ARE YOU A BUSINESS OWNER: YES ☒ NO ☐ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: SO FRESH & SO CLEAN LUXURY HOME PET CARE

ADDRESS OF BUSINESS: SEE THE WORLD EDUCATION, NONPROFIT 501(c)3 INC. LLC

7601 EAST TREASURE DR. UNIT 410 NORTH BAY VILLAGE 33141 FL

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ☐ NO ☒ (HAVE SERVED AS PRESIDENT MANY BOARDS.

IF SO, WHICH BOARD: NBV CHAMBER OF COMMERCE (NEW MEMBER)

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☐	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☐
RESIDENT SERVICES ADVISORY BOARD	☐	**PLANNING AND ZONING BOARD**	☐
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☒
CHARTER REVIEW ADVISORY BOARD	☐		

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest and all other Boards Members complete "Source of Income Statement".

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

PLEASE SEE ATTACHED
1. SUMMARY
2. & LICENSE

THANK YOU
U
JESSICA L. ALESSIO

APPLICANT'S SIGNATURE: Jessica L Alessio **DATE:** 5/8/26

SUBMIT

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board

The purpose of the Resident Services Board is to assist in the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community.

Financial Advisory Board

The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in establishment of priorities in the Village's yearly budget and to maintain supervision of the any bond dollars with the exception of items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Control Advisory Board

The purpose of the Animal Control Advisory Board is to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

Sustainability and Resiliency Task Force

The purpose of the Sustainability and Resiliency Task Force is to provide technical assistance and advice to the North Bay Village Commission as mitigation and adaption measures to respond to global warming climate change.

Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission on all matters within the general purview of planning, zoning, and development.

Charter Review Advisory Board

The purpose of the Charter Review Board is to evaluate and make recommendations on amendments to the Village Charter that are then presented to the Village Commission for further review. Upon approval, a referendum is held where an amendment is presented to the electorate for final adoption.

JESSICA LUCIA ALESSIO, M.Ed. COMS, CVRT

EDUCATOR | MENTOR | LEADER | ENTREPRENEUR

jessicaluciaalessio@gmail.com

781-698-5293

Recognized history in Vision Rehabilitation and Education with extensive experience developing nonprofits, curriculum, and helping to create individualized modifications for clients and other vision professionals reach their goals. Proven track record of leadership through active board membership and presentations, mentorship, and supervision to University students.

EXPERIENCE

- **See the World Education, 501(c)(3) Nonprofit Organization,** **FOUNDER & CEO**
  2017 to Present- Founder of Nonprofit Organization to help individuals with disabilities expand their opportunities in the arts, recreation, and travel. Developed a series of community events focusing on inclusivity for people of all abilities. Created and implemented a vast volunteer program to battle COVID-19 and successfully delivered over 10,000 personal hygiene and cleaning supplies to the disabled community in financial need.
- **University of Massachusetts Boston,** **FLORIDA UNIVERSITY REPRESENTATIVE**
  2016 to Present- Supervisor and mentor to all Florida students in CVRT and O&M as the Florida University representative. Actively mentoring for various Vision Studies Graduate Students in Florida and Puerto Rico.
- **Tampa Public Schools and Florida Representative AIS,** **O&M LEAD FLORIDA**
  2020 to 2021- O&M provided to multiple schools K-12 Tampa Students, both in schools and at student homes, working as a lead in an interdisciplinary team to guide other orientation and mobility specialists for AIS in FL.
- **Lighthouse of Broward**, **O&M, VRT, AT**
  2017 to 2020 - Facilitated Caregiver Information Group, fundraisers, events & University Presenter, lessons taught in English and Spanish for VRT O&M and AT to all age groups and LHOB programs Ft. Lauderdale, FL.
- **Miami Public Schools,** **ORIENTATION AND MOBILITY SPECIALIST**
  2016 to 2017- Developed and implemented plans for K-12 students in Miami Public schools to reach their goals in orientation and mobility.
- **Miami Lighthouse for the Blind,** **O&M AND VISUAL REHABILITATION THERAPIST**
  2014 to 2016- Orientation and Mobility, Visual Rehabilitation Therapy and Assistive Technology taught in both English and Spanish to all age groups and programs. Provided itinerant and center based services in Miami. Organized family & community events, and worked as liaison for program & local businesses.

EDUCATION

- **ACVREP Certified in Orientation and Mobility -**since 2014-
- **ACVREP Certified in Visual Rehabilitation Therapy -**since 2015-
- **Master's in Education,** University of Massachusetts Boston, Vision Studies Program
- **Dean's List Honors**, University of Massachusetts Boston

PRESENTATIONS & BOARDS

- **Florida Chapter AER** **PRESIDENT, PAST PRESIDENT**
  2017 to 2023- Serving as Past President to the Florida Association for Education and Rehabilitation of the Blind and Visually Impaired. Development of biannual conferences and conducting board meetings regularly.
- **AER International 2018 Conference,** Reno, Nevada "Safety Techniques for Itinerant Professionals".
- **AER Resolutions Committee Member**
- **Member of Miami Beach Chapter, FCB Florida Council of the Blind**
- **Florida AER 2019 & 2017 Conference** "The Ultimate ADL Checklist", "South Florida Regional Meeting", "Tactile and Sensory Maps", Orlando, Florida. Raised over $30,000 for the Florida Chapter through development of both 2017 and 2019 FAER conferences.
- **AER International Orientation and Mobility Conference**, Pittsburgh, Pennsylvania, "The Medici Effect for Vision Professionals" Poster Session.

ADDITIONAL WORK EXPERIENCE & CERTIFICATIONS AVAILABLE ON REQUEST

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time, however applications are only considered when there is a vacancy on a board. Please be advised that all submitted board and committee applications are a public record and therefore subject to the disclosure of chapter 119 of the Florida statues.

Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 05/07/2026 NAME Silvia Santilli

MAILING ADDRESS 1865 79th St CSWY ap11E ZIP 33141

EMAIL silvia@sirenamedia.com PHONE 786-468-3326

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER ____

ARE YOU ARE A VILLAGE RESIDENT: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 11

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: ■ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ☑ NO ☐

ARE YOU A BUSINESS OWNER: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 9

NAME OF BUSINESS: Sirena Media LLC

ADDRESS OF BUSINESS: Same as mailing address

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ☑ NO ☐

IF SO, WHICH BOARD: Community Enhancement Advisory Board

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☐	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☑
RESIDENT SERVICES ADVISORY BOARD	☑	**PLANNING AND ZONING BOARD**	☐
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☑
CHARTER REVIEW ADVISORY BOARD	☐		

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest and all other Boards Members complete "Source of Income Statement".

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

I previously served for four years on the Community Enhancement Advisory Board, where I contributed to discussions and initiatives related to community improvement, beautification, sustainability, and local engagement. In Brazil, I was also an active member for three years of Compost São Paulo, a community-based environmental initiative focused on composting, waste reduction, environmental education, and sustainable urban practices. In North Bay Village, I have also collaborated with the previous administration on video projects with former Mayor Brent Latham, supporting public communication and community outreach efforts. As an audiovisual Creative Director, I bring experience in multimedia production, storytelling, and marketing communication. As a board member, I would be able to contribute not only ideas and community perspective, but also practical support in content creation, public awareness, and communication initiatives that help engage residents and strengthen the visibility of city projects.

APPLICANT'S SIGNATURE: Silvia Santilli **DATE:** 05/07/2026

SUBMIT

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board

The purpose of the Resident Services Board is to assist in the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community.

Financial Advisory Board

The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in establishment of priorities in the Village's yearly budget and to maintain supervision of the any bond dollars with the exception of items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Control Advisory Board

The purpose of the Animal Control Advisory Board is to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

Sustainability and Resiliency Task Force

The purpose of the Sustainability and Resiliency Task Force is to provide technical assistance and advice to the North Bay Village Commission as mitigation and adaption measures to respond to global warming climate change.

Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission on all matters within the general purview of planning, zoning, and development.

Charter Review Advisory Board

The purpose of the Charter Review Board is to evaluate and make recommendations on amendments to the Village Charter that are then presented to the Village Commission for further review. Upon approval, a referendum is held where an amendment is presented to the electorate for final adoption.

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time, however applications are only considered when there is a vacancy on a board. Please be advised that all submitted board and committee applications are a public record and therefore subject to the disclosure of chapter 119 of the Florida statues.

Please note that a resume and/or cover letter must be submitted with your application.

Please return signed and completed application from to:

North Bay Village
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | Attn: Village Clerk's Office
Email: Villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 05/08/2026 NAME Michele Samaroo

MAILING ADDRESS 7601 E Treasure Drive, 1405, NBV, FL ZIP 33141

EMAIL LocalGovExpert@pm.me PHONE 3055280055

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER Newsletter

ARE YOU ARE A VILLAGE RESIDENT: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 16

VERIFICATION OF RESIDENCY:
(The following are required with application)

Driver's License *(Required)*: ☐ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ☑ NO ☐

ARE YOU A BUSINESS OWNER: YES ☑ NO ☐ IF YES, HOW MANY YEARS? 8 Months

NAME OF BUSINESS: Samaroo Legal Solutions, PLLC

ADDRESS OF BUSINESS: 1530 JFK Causeway, 101, NBV, FL 33141

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ☐ NO ☑

IF SO, WHICH BOARD: _____

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL CONTROL ADVISORY BOARD	☐	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	☐
RESIDENT SERVICES ADVISORY BOARD	☐	**PLANNING AND ZONING BOARD**	☐
FINANCIAL ADVISORY BOARD	☐	**SUSTAINABILITY & RESILIENCE TASK FORCE**	☑
CHARTER REVIEW ADVISORY BOARD	☐		

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest and all other Boards Members complete "Source of Income Statement".

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE & HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD AND WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

I am a Board Certified Local Government Attorney that has served as counsel for 6 six South Florida municipalities. I am passionate about the environment and unfortunately am all too aware of the uphill battle that region is facing due to years of neglect, mismanagement and indifference.I believe my experience and my love for NBV and its future will be an asset to the task force,

APPLICANT'S SIGNATURE: _____ **DATE:** 05/08/2026

SUBMIT

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further to preserve the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

Resident Services Advisory Board

The purpose of the Resident Services Board is to assist in the Village Mayor and Commission in developing programs, projects, and policies that improve the quality of life of the Village's residents, including, but not limited to, the youth of the community.

Financial Advisory Board

The purpose of the Financial Advisory Board is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in establishment of priorities in the Village's yearly budget and to maintain supervision of the any bond dollars with the exception of items which could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes and bid protests in which will be excluded.

Animal Control Advisory Board

The purpose of the Animal Control Advisory Board is to consider matters relating to animal control within the Village limits in order to improve the Village's ability to handle animal issues effectively.

Sustainability and Resiliency Task Force

The purpose of the Sustainability and Resiliency Task Force is to provide technical assistance and advice to the North Bay Village Commission as mitigation and adaption measures to respond to global warming climate change.

Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission on all matters within the general purview of planning, zoning, and development.

Charter Review Advisory Board

The purpose of the Charter Review Board is to evaluate and make recommendations on amendments to the Village Charter that are then presented to the Village Commission for further review. Upon approval, a referendum is held where an amendment is presented to the electorate for final adoption.

MICHELE SAMAROO, B.C.S.
BOARD CERTIFIED SPECIALIST IN CITY, COUNTY & LOCAL GOVERNMENT LAW
7601 E Treasure Drive, Unit 1405, North Bay Village, Florida 33141 ● (305) 528-0055 ● LocalGovExpert@proton.me

PROFESSIONAL SUMMARY

Board Certified City, County and Local Government Attorney with twenty-five years of transactional and litigation experience. Recognized as the 2025 Government Lawyer of the Year, she provides strategic counsel in land use, code enforcement, election law, labor and employment, and appellate matters.

PROFESSIONAL EXPERIENCE

Solo Practitioner / Managing Attorney | Samaroo Legal Solutions, PLLC, North Bay Village, FL *June 2025 – Present*

- Provides Special Counsel, Special Magistrate, services pertaining to Land Use, Code Enforcement, Procurement, Election Law, Labor & Employment, Appeals & Litigation.

Assistant City Attorney / Labor & Employment Counsel | City of Hialeah, FL *December 2023 – March 2025,*

- Spearheaded labor law procedures and litigation; provided general counsel to the Building, Human Resources, and Community Development Departments.
- Conducted code enforcement prosecutions and authored formal legal memos and advisory opinions.
- Drafted and reviewed complex municipal contracts and interlocal agreements.

Deputy City Attorney / Litigation Counsel | City of Hallandale Beach, FL *August 2022 – December 2023*

- Managed all city litigation, including personal injury, appeals, RPOs, and forfeitures.
- Developed new processes for efficient in-house litigation and created training programs for the Police Department.
- Advised the Department of Sustainable Development, Innovation Technology, and Human Resources.

Deputy City Attorney / Appellate Counsel | City of Port St. Lucie, FL *July 2021 – August 2022*

- Lead counsel for appeals.
- Handled legislation, contracts and procurement.
- Advised the Public Works Department on right-of-ways and easements; ensured compliance with Sunshine Law and Public Records.

Hearing Officer | Department of Economic Opportunity, Fort Lauderdale, FL *May 2021 – July 2021*

- Presided over administrative hearings regarding economic and unemployment benefits.

Assistant City Attorney | City of Miami Gardens, FL *February 2019 – February 2021*

- Handled a diverse portfolio: Procurement, Land Use, Real Estate, Forfeitures, and Quiet Title Actions.

Assistant City Attorney (via Brown Law Group) **|** Opa-locka, FL *January 2017 – February 2019*

- Managed legislation, procurement, vendor agreements, and commercial litigation for the municipality.

Assistant City Attorney / Litigation Counsel | City of North Miami Beach, FL *November 2015 – January 2017*

- Chief litigation attorney for forfeitures, bankruptcies, foreclosures, and personal injury defense.

Assistant City Attorney (via Brown Law Group) | Opa-locka, FL *September 2015 – November 2015*

- Advised on code enforcement, labor/employment, and contract drafting.

Solo Practitioner / Managing Attorney | The Samaroo Law Group, P.A., Miami, FL *July 2011 – September 2015*

- Managed a private firm focusing on business litigation, NDAs, and criminal defense.

Special Magistrate (Part-Time) | City of North Miami Beach, FL *January 2012 – December 2015*

- Presided over Code Enforcement Hearings as a neutral adjudicator.

Adjunct Professor (Labor & Employment Law) | Barry University, Miami Shores, FL *January 2012 – December 2015*

General Magistrate | 11th Judicial Circuit, Miami, FL *December 2010 – July 2011*

- Presided over foreclosure trials and hearings; prepared formal Reports and Recommendations for the Court.

Assistant Attorney General (Civil) | Office of the Attorney General, Fort Lauderdale, FL *September 2010 – December 2010*

- Defended state agencies and judges in civil rights, employment, and personal injury litigation.

Solo Practitioner / Managing Attorney | Law Offices of Michele Samaroo, P.A., Miami, FL *November 2008 – September 2010*

- Handled appeals, FLSA claims, and municipal personal injury defense.

Staff Counsel | GEICO General Insurance Company, Miami, FL *December 2006 – November 2008*

- Managed 85–100 personal injury defense cases; conducted Examinations Under Oath (EUOs).

Assistant Attorney General (Appeals) | Office of the Attorney General, Miami, FL *January 2005 – December 2006*

- Drafted 80+ appellate briefs and argued before the Third District Court of Appeal.

Assistant State Attorney | Office of the State Attorney, Fort Lauderdale, FL *October 2002 – January 2005*

- Managed high-volume criminal caseload (150–250 cases) and prosecuted numerous jury trials.

Assistant Public Defender | Office of the Public Defender, Orlando, FL *May 2001 – July 2002*

- Managed criminal proceedings and jury trials.
- Performed legal research and drafted/argued motions for a large-volume caseload.

EDUCATION

Florida State University College of Law, Tallahassee, FL *Juris Doctor (J.D.)* | MPLE Scholar (Full Scholarship)

Barry University, Miami, FL *Bachelor of Arts (B.A.) in Pre-Law*
Emory University, Atlanta, GA

LEADERSHIP & RECENT AWARDS

- Vice-Chair, City, County & Local Government Law Certification Committee (2025–2026)
- Government Lawyer of the Year, Miami Dade FAWL (2025)
- Vice-Chair, Miami Dade Bar Government Law Committee (2024–2026)
- Member of the Year, Gwen S. Cherry Black Women Lawyers Association (2023–2024)
- President, Gwen S. Cherry Black Women Lawyers Association (2022–2023)
- President, Wilkie D. Ferguson Jr. Bar Association (2008–2009)