NORTH BAY VILLAGE
2ND REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Monday, September 29, 2025 at 6:30 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: 899 0803 8805
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
2ND 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: 899 0803 8805
Monday, September 29, 2025
6:30 PM

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

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

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

2. **Order of Business**

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

4. **Approval of Commission Minutes**

5. **Open Forum**

6. **Advisory Board Minutes/Written Reports**

7. **Village Commission's Report**

8. **Village Attorney's Report**

9. **Village Manager's Report**

10. **Village Clerk's Report**

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

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

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 "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE. SPONSORED BY VICE MAYOR GORAN CUK

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

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

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

The Planning and Zoning Board also made a separate motion and voted to recommend that Sunbeam engage with the Village to explore options to activate the north lots on the causeway for public use.

Staff Report - Sunbeam SAP Text Amendment .pdf
1 - Application- Sunbeam pdf
2 - Letter of Intent - Sunbeam pdf
3 - Location Map of Impacted Properties.pdf
4 - Survey Sketch with Legal Descriptions.pdf
5 - Sunbeam SAP Building Illustration-North-A.pdf
6 - Sunbeam SAP-Section Detail Illustration.pdf
Ordinance - Amending Sunbeam SAP - SR.docx
Exhibit A - Appendix A Sunbeam SAP REDLINE - SR.pdf
09.03.2025 PZB PH Notice - MDC Legals Ads.pdf
Notice of Public Hearing - MDC -legal ads 09.02.2025.pdf
Notice of Public Hearing - MDC Legal Ads 09.19.2025 pdf

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

It is recommended that the Village Commission consider the proposed Development Agreement with Sunbeam Television Corp., Sunbeam 1601 1601

79th St. LLC, Sunbeam Properties, Inc., and Sunbeam 1600-1624 79th St. LLC, collectively referred to as "Sunbeam NBV"

Resolution- DA - Sunbeam Amendment - SR.docx
Exhibit A - Dev. Agreement 9-19-25- SR Version.pdf
Notice of Public Hearing - MDC -legal Ads 09.02.2025.pdf
Notice to Consider a DA - MH .pdf
Notice of Public Hearing - MDC Legal Ads 09.19.2025.pdf

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

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

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.

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ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: September 29, 2025

TO: Planning and Zoning Board

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk

SUBJECT: **AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE. SPONSORED BY VICE MAYOR GORAN CUK**

RECOMMENDATION

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

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

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

The Planning and Zoning Board also made a separate motion and voted to recommend that Sunbeam engage with the Village to explore options to activate the north lots on the causeway for public use.

BACKGROUND AND ANALYSIS
Please see the enclosed staff report.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
NONE

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

Date: **September 3, 2025**

To: **Planning and Zoning Board**

From: **Craig Pinder, Village Planner**

Case: **SAP 2025-03**

Subject: **STAFF REPORT – Text Amendment to Appendix A, Sunbeam SAP**

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1. General Information

Owner/Applicant:	Sunbeam Television Corp., Sunbeam 1601 79th St., LLC, Sunbeam Properties, Inc., Sunbeam 1600-1624 79th St., LLC, collectively known as "Sunbeam" and acting as "Sunbeam NBV" (Applicant)
Applicant Address:	2937 SW 27th Ave. Suite 202, Miami FL 33133
Site Address:	Multiple addresses and boundaries (as described in Attachment 4)
Site Acreage	12.912 ac or 562,446.7 sf. (Individual acreages are listed as part of Attachment 4)
Folio Number	23-3209-000-0010, 23-3209-000-0200, 23-3209- 000-0201, 23-3209-000-0020, 23-3209-000- 0030, 23-3209-000-0031, 23-3209-000-0040; 23- 3209-000-0161, 23-3209-010-0240, and 23- 3209-010-0270
Contact Person:	Shubin & Bass – c/o Liana Kozlowski

2. Legal Description of Subject Property

Refer to Sketch of Survey Exhibits 01 through 05 for legal descriptions and boundaries as described in Attachment 4.

3. Property Future Land Use Map and Zoning Designations

Future Land Use	Commercial
Zoning District	Sunbeam Special Area Plan
Existing Land Use	• 23-3209-000-0010: office and surface parking • 23-3209-000-0200: office and telecommunications • 23-3209-000-0201: office, surface parking and telecommunications • 23-3209-000-0020: vacant • 23-3209-000-0030: vacant • 23-3209-000-0031: commercial (currently vacant building) and surface parking • 23-3209-000-0040: commercial (currently vacant building) and surface parking • 23-3209-000-0161: office and surface parking • 23-3209-010-0240: commercial and surface parking • 23-3209-010-0270: commercial and surface parking

4. Adjacent Land Use Map Classifications and Zoning District

Note: For regulatory and site planning purposes, Applicant has categorized the individual parcels into three subareas:

- *Sunbeam NBV North:* Folio numbers 23-3209-000-0010, 23-3209-000-0200, 23- 3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23- 3209-000-0040
- *Sunbeam NBV South – West:* Folio number 23-3209-000-0161
- *Sunbeam NBV South – East:* Folio numbers 23-3209-010-0240 and 23-3209-010- 0270

These subarea assemblages are applied in the following description of the adjacent land use map classifications and zoning districts and may be used in other sections of this report, if appropriate. However, in general, all parcels included in the SAP will be treated as one contiguous parcel for all purposes of property development.

Sunbeam NBV North – Surrounding Properties

North	Future Land Use	N/A
	Zoning District	N/A
	Existing Land Use	Biscayne Bay
East	Future Land Use	Commercial
	Zoning District	T6-30
	Existing Land Use	Multifamily Residential

South	Future Land Use	Commercial
	Zoning District	Sunbeam NBV Special Area Plan and T6-24
	Existing Land Use	Commercial and office
West	Future Land Use	N/A
	Zoning District	N/A
	Existing Land Use	Biscayne Bay

Sunbeam NBV South-West – Surrounding Properties

North	Future Land Use	Commercial
	Zoning District	Sunbeam NBV Special Area Plan
	Existing Land Use	Telecommunications, Office, Surface Parking
East	Future Land Use	Commercial
	Zoning District	T6-24
	Existing Land Use	Commercial (gas station)
South	Future Land Use	High Density Multifamily Residential
	Zoning District	RM-70
	Existing Land Use	Multifamily Residential
West	Future Land Use	N/A
	Zoning District	N/A
	Existing Land Use	Biscayne Bay

Sunbeam NBV South-East – Surrounding Properties

North	Future Land Use	Commercial
	Zoning District	Sunbeam NBV Special Area Plan and T6-30
	Existing Land Use	Commercial and Multifamily Residential
East	Future Land Use	Commercial
	Zoning District	T6-24
	Existing Land Use	Office
South	Future Land Use	Medium Density Multi-Family Residential
	Zoning District	RM-40

	Existing Land Use	Multifamily Residential
West	Future Land Use	Commercial
	Zoning District	T6-24
	Existing Land Use	Commercial/office/church

5. Background

On October 11, 2022, the Village Commission adopted Ordinance No. 2022-011 amending the zoning of the subject parcels, totaling approximately 12.912 acres (562,446.7 square feet) from "T6-24" and "T6-30" Transect to "Sunbeam NBV Special Area Plan" along with an amendment to Chapter 15 to incorporate references to regulations applicable to the Sunbeam NBV Special Area Plan only, contained within "Appendix A, Sunbeam NBV Special Area Plan." These requests were pursuant to Section 4.2 of Chapter 4, "Administration and Enforcement" and Section 15.2.G. of Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code (ULDC).

In conjunction with the rezoning and ULDC text amendment requests, the Village Commission also passed Resolution No. 2022-085 approving a conceptual site plan by Sunbeam to develop a multi-phased mixed-use development project consisting of three project subareas to include a total of:

- 1,936 residential units at a density of 150 units per acre, of which six percent (6%) or 117 units were dedicated to workforce housing
- Approximately 5,000 parking spaces
- Approximately 870,000 square feet of office and retail space
- Approximately 112,500 square feet of hotel space (equivalent to 300 keys)
- Approximately 126,434 square feet of civic and open space
- Maximum building height of 340 feet for the Sunbeam NBV North-East subarea, 650 feet for the Sunbeam NBV North-West subarea (on the northeastern most parcel only), 240 feet for the Sunbeam NBV South-East subarea, and 450 feet for the Sunbeam NBV South-West subarea (to be located on its easternmost parcel only); and
- Maximum development envelope of 7,311,807 square feet, at a Floor Lot Ratio of 13.0

The Village also entered into a Development Agreement, dated March 13, 2023, with the developer to establish terms and conditions relating to the proposed development of the property to provide assurance regarding the ultimate development of the project.

6. Description of Applicant's Request

Text Amendment to Appendix A, Sunbeam NBV Special Area Plan
This request is pursuant to Section 15.2.G. of Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code (ULDC) as the applicant seeks to amend "Appendix A, Sunbeam Special Area Plan" (Attachment 6) as outlined within the Letter of Intent (Attachment 1). It must be noted that the requested amendments will not result in modifications to the approved

conceptual site plan. The changes described within this report are limited to text changes only and will allow for an increase to the height for rooftop equipment, increased pedestal height for Sunbeam NBV north (Attachments 5 & 6), clarifications to the density bonus program, and establishing regulations regarding construction hours. The overall height and footprint of the building envelope will not change. These amendments are further described below:

1. Update to Sections A.2(H), A.2.1(E), and A.7.A.1(FN. 1) to clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the amended Sunbeam North Bay Village SAP Development Agreement, which is scheduled for public hearing before the Village Commission for first reading on September 16, 2025 and for second reading on September 29, 2025.

2. Update to Section A.2(C)(4) to state that architectural features, roof structures for housing stairways, elevators, tanks, ventilating fans, antennae, window cleaning equipment, or similar equipment required to operate and maintain the building shall not cover more than 50% of roof area and shall not exceed the maximum height by 30 feet.

3. Update to Sections A.3(2)(b) and A.7.C. to clarify that while the height of the pedestal for Sunbeam NBV South shall continue to be limited to seven stories or 100 feet, the height of the pedestal for Sunbeam NBV North shall be limited to ten stories or 120 feet.

4. The addition of a new Section A.9 establishing permitted construction hours, which shall be from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited: (1) before 8 a.m. Monday through Friday, (2) after 5 p.m. Monday through Saturday, and (3) before 9 a.m. on Saturday. Construction activities shall not be permitted on Sundays or national holidays unless there is an emergency as determined by the Village Manager.

7. Compliance with Section 4.2 of Chapter 4, "Administration and Enforcement," Section 4.18.C. of Chapter 4 "Amendments to the Unified Land Development Code" and Section 15.2.G. of Chapter 15, "Form-Based Code"

The applicant has complied with Section 4.2, General petition procedure, of Chapter 4 by submitting to the Village Clerk, through an authorized agent, a petition in the appropriate forms for the following actions:

1. Amendment to the ULDC

The requested amendment to the Unified Land Development Code (ULDC) complies with the criteria outlined in Section 4.18.C. of Chapter 4. Specifically, it does not alter the zoning designation of any property, nor does it propose changes to the permitted uses within the zoning district. Additionally, the amendment aligns with established planning policies and principles and remains consistent with the adopted Comprehensive Plan.

Section 15.2.G. of Chapter 15 permits, in part, the establishment of standards that may deviate from the requirements set forth in Chapter 15.3 and the broader ULDC. This provision offers flexibility to better integrate public improvements and infrastructure, enhance connectivity, promote a diverse

range of building heights and massing, and support the inclusion of high-quality design elements. Such flexibility is intended to facilitate a higher or specialized standard of building and streetscape design within the SAP, thereby advancing the objectives of the Form-Based Code as outlined in Section 15.1.

8. Consistency with NBV100 Comprehensive Plan and NBV100 Master Plan

The proposed amendments to Appendix A have been reviewed for consistency with the Goals, Objectives, and Policies (GOPs) of the Comprehensive Plan. The amendments are consistent with the GOPs cited below, and others; and will support and further the land use, development and community character vision of North Bay Village as expressed in the GOPs. The amendments are consistent with Objective 2.1 and Policy 2.1.1.

North Bay Village Comprehensive Plan - Future Land Use Element

GOAL: Secure the maximum physical, economic, and social welfare for the Village and its residents through the thoughtful use and development of land, buildings, streets, and public facilities, while maintaining its existing character as an attractive waterfront residential environment.

Objective 2.1
Manage future growth and development by implementing and enforcing all existing plans and regulations and by preparing and adopting new regulations as needed.

Policy 2.1.1: Periodically review the Village's current balance of land uses and revise the Village's Comprehensive Plan and Land Development Regulations, as necessary.

* * *

Objective 2.2
Implement policies, strategies and actions to promote the Village's character as an attractive, sustainable and resilient waterfront community and direct future development and redevelopment to be consistent with the desired community character, the vision and pillars of the NBV100 Master Plan, and goals, objectives, and policies within the Plan.

Policy 2.2.6: The Village Planning & Zoning Board shall continue to ensure that proposed development and redevelopment is consistent with written guidelines and regulations for development and redevelopment.

* * *

Objective 2.4
In accordance with the vision of the NBV100 Master Plan, the Village shall encourage innovative development and redevelopment in the Commercial Future Land Use District while adjusting regulatory metrics in favor of good street frontages, an inviting public realm, better connections to the water (where applicable), a wider range of building types, a more varied skyline, and better architecture, consistent with the goals of the NBV100 Master Plan.

Policy 2.4.1: The Village shall rely primarily on the application of regulatory metrics such as setbacks, stepbacks, and building heights that align with the goals of the NBV100 Master Plan to define the envelope of buildings in the Commercial Future Use Land Use District.

* * *

NBV100 Master Plan – Pillars and Goals

The applicant's stated intent to modify the text of the regulating plan i.e. "Appendix A, Sunbeam NBV Special Area Plan" will not result in modifications to the approved conceptual site plan. The request will not alter the site's land use, zoning, or density, and continues to support the development of a mixed-use project that: fosters a live-work-learn-play environment by including a diverse mix of uses; will result in the repair and upgrade of the existing seawalls to comply with the Village's adopted Seawall Design Criteria; and will continue to capitalize on a significant assembly of underdeveloped, underutilized, and obsolete land uses. Therefore, the requested amendment does not impact the approved Sunbeam SAP's consistency with aspects of the Livability, Resiliency, and Prosperity pillars of the NBV100 Master Plan Vision.

9. Recommendation

Staff finds that the proposed text amendments to "Appendix A – Sunbeam NBV Special Area Plan" is consistent with the development and community character goals of the North Bay Village Comprehensive Plan and the pillars of the NBV100 Master Plan, and complies with the applicable criteria set forth in Section 4.19 of the ULDC, as amended by Ordinance 2025-003. Staff has no technical objection to the proposed amendments and recommends **approval** of the application request.

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

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

The Planning and Zoning Board also made a separate motion and voted to recommend that Sunbeam engages with the Village to explore options to activate the north lots on the causeway for public use.

10. List of Attachments to Staff Report

Attachment 1 – Application
Attachment 2 – Letter of Intent
Attachment 3 – Location Map of Impacted Properties
Attachment 4 – Survey Sketch with Legal Descriptions
Attachment 5 – Sunbeam NBV SAP Building Height Illustration – North-A
Attachment 6 – Sunbeam NBV SAP-Section Detail Illustration
Attachment 7 – Appendix A – Sunbeam SAP

NORTH BAY VILLAGE
EST. 1945

North Bay Village

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

APPLICATION FOR ZONING CHANGE, INCLUDING REGULATING PLAN AND SPECIAL AREA PLAN APPROVAL

Zoning Map Amendment _____ **Special Area Plan _____**

ULDC Text Amendment __X___

This application form is to be used to petition for amendments to the North Bay Village Zoning Map or Form-Based Code Regulating Plan, or for amendments to the text of the North Bay Village Unified Land Development Code (ULDC) pursuant to Sections 4.15 and 4.17 and Subsection 15.2.G. of the ULDC.

Submit your application, with all the required information to the Village Planning and Zoning Official. The application and all supplemental forms and data may be submitted electronically for review via svargas@cgasolutions.com. Physical copies of materials may be requested prior to public hearing, to be delivered at the Village offices located at 1666 Kennedy Causeway, Suite 300.

This application, including supporting materials, must be completed in accordance with the attached instructions and submitted to NORTH BAY VILLAGE with the required fees pursuant to the most up-to-date Fee Schedule. Accepted payment methods for the required fees are check or credit card when paying in person at the Village offices. You may also call (305) 756-7171 to make your credit card payment by phone.

Amendments to the Unified Land Development Code (ULDC) and amendments to boundaries of the Zoning District Map are subject to the requirements and procedures of Section 4.4 of the ULDC (Public hearing, public notice, and adoption requirements and procedures).

This form is a fillable PDF. TYPE OR PRINT LEGIBLY ALL INFORMATION ON THE APPLICATION.

1. Applicant Name: (If different from Owner)
   Sunbeam Television Corporation, Sunbeam 1601 79th Street LLC, Sunbeam 1400, LLC, Sunbeam 1600-1624 79th Street LLC, Sunbeam Development Corporation (collectively "Applicant" or "Sunbeam")
2. Contact Phone: **305-381-6060** Email Address: **jshubin@shubinlawoup.com; lkozlowski@shubinlawgroup.com**
3. Mailing Address: **1401 79th Street Causeway, Miami, FL 33141**

For ULDC Text Amendment:

1. Proposed section to be changed and description of proposed change(s) (use separate page as needed)

Amendment to Section A.2.H and Section A.2.1.E. of Appendix A (the "Sunbeam NBV Special Area Plan Form-Based Code") of the Form-Based Districts Regulating Plan.

2. Reason for Request: **To amend the above-referenced text and that corresponding Development Agreement entered into by and between Sunbeam and the Village on or about March 13, 2023, primarily to modify the scope of a community benefits package necessary to satisfy the density bonus received by Sunbeam.**

For Zoning Map Amendment, including Special Area Plan:

1. Property Owner Name:
2. Contact Phone: _____ Email Address: _____
3. Mailing Address: _____
   _____
4. Site Address: _____
5. Legal Description of Property: _____
   _____
6. Folio Number(s): _____
7. Lot Size (Acres): _____
8. Existing Zoning Designation: _____ Zoning Requested: _____
9. Reason for Request: _____
   _____
   _____
   _____

APPLICANT AFFIDAVIT

I (We) the undersigned, am (are) the **Owner** (designate one: owner, tenant, agent, attorney) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Section 4.4 of the ULDC. This affidavit is subject to penalties of law (Perjury). Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Seth Bortunk, As:

CFO, Sunbeam Television Corporation
Secretary, Sunbeam 1601 79th Street LLC
CFO, Sunbeam 1400, LLC
Secretary, Sunbeam 1600-1624 79th Street LLC
CFO, Sunbeam Development Corporation

Corporate Seal (affix if applicable)

Sworn to and subscribed to before me this 15th day of July, 2025.

Notary

CLARA R. PINK
MY COMMISSION # HH 485260
EXPIRES: February 18, 2028

Public Commission expires: Feb. 18, 2028

CONSENT TO PUBLIC HEARINGS

All requests for variances from the North Bay Village Code shall be considered at Public Hearings before the Village Commission. Notice of Hearing shall be given by publishing and posting on the property (which is the subject of the request), the time, the place and the nature of the hearing at least 10 days before the hearing. The Village Planning and Zoning Official shall certify that the petition is complete before the hearing is legally advertised. All applications shall be submitted to the Planning and Zoning Official on or before the deadline implemented by the Village.

All persons, firms, or corporations requesting a variance from the Village Commission necessitating the publication of notices in the newspaper, and all relative thereto, the payment of such money in advance to the Village shall be deemed a condition precedent to the consideration of such a variance request.

I (We) the undersigned, am (are) the (**owner,** tenant, agent, attorney) (designate one) of the subject property herein described. I (We) acknowledge and agree that during the consideration of the application before the Planning & Zoning Board and staff of North Bay Village, no rights shall vest on behalf of the applicant, which would be enforceable against the Village until after a Public Meeting is held by the Village Commission and the Village Commission has voted favorable on the proposed request.

I (We) further acknowledge that I (We) have read and understand the conditions for appearance before the Planning and Zoning Board and the Village Commission pursuant to the Village Code Chapter 7. Any person submitting false information or misrepresenting in their presentation shall have all privileges granted to them by the Planning & Zoning Board and the Village Commission revoked.

Authorized Signature _____

Print Name: **Seth Bortunk, Secretary/CFO of "Applicant" Entities**

(In case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's position in the corporation and embossed with the corporate seal.)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed to before me this 15th day of July, 2025,

by Seth Bortunk, who is personally known to

me or who has produced _____ as identification.

CLARA R. PINK
MY COMMISSION # HH 485260
EXPIRES: February 18, 2028

Clara R. Pink
Notary Public Signature

Commission
Number/Expiration HH 485260 / Feb. 18, 2028

COST RECOVERY AFFIDAVIT

I hereby acknowledge and consent commit to the payment of all applicable cost recovery fees involved as part of my application process. Cost recovery includes, but is not limited to, staff time, attorney fees, planning consultant fees and any other professional service costs incurred by North Bay Village in the review and processing of a development application, regardless of the outcome of the review and/or public hearing process. I further understand and acknowledge that failure to remit payment for incurred costs pursuant to Subsections 5.12.B. and C. (attached) of the North Bay Village Unified Land Development Code (ULDC) constitutes a violation of the Code and the Village may levy penalties to secure compliance, as outlined in Subsection 5.12.C of the ULDC.

Please type or print the following:

Date: **July 15, 2025**

Relationship to the project: (e.g., property owner, architect, developer, **attorney**)

Full Name: **Liana Kozlowski**

Current Address: **100 SE 2nd Street, Suite 4020**

City: **Miami** State: **Florida** Zip: **33131**

Telephone: **305-381-6060** Email: **lkozlowski@shubinlawgroup.com**

I am fully authorized to commit to the expenditures contemplated by this Cost Recovery Affidavit.

Liana Kozlowski
Signature

SWORN AND SUBSCRIBED BEFORE ME THIS 15th DAY OF July, 2025

Frank Cantillo
Notary Public, State of Florida at Large

My Commission expires July 18, 2026.

Notary Public State of Florida
Frank Cantillo
My Commission HH 283370
Expires 7/18/2026

Subsections 5.12.B. and C. Regarding Cost Recovery

B. Cost Recovery Established

1. The applicant shall reimburse the Village for the actual cost of consultant or employed professional review services pursuant to the cost recovery procedures and requirements of subsection C below.

2. Payment in full by the applicant to the Village for the Village's actual expenditures for review of the application shall be a written condition of any development order. These cost recovery deposits fees shall be in addition to any and all other fees required by law, rule, or regulation of the Village Code of Ordinances.

C. Cost Recovery procedure.

1. At the time of submission of any application for development approval, the applicant shall pay the minimum cost recovery deposit fee outlined in the development approval fee and cost recovery deposit schedule set forth in this section, which funds shall be deposited into a cost recovery escrow account established for this purpose. Withdrawals shall be made to reimburse the Village for the cost of consultant services.

2. The Village shall provide the applicant with a copy of the consultant's invoice for any services charged against the applicant's cost recovery escrow account.

3. When the balance in the Village's cost recovery escrow account is reduced to one-half of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such amount is not replenished within 30 calendar days after the applicant is notified, in writing, of the requirement of such additional deposit, the Village shall suspend its review of the application and the application shall be deemed withdrawn.

4. If an application is suspended due to nonpayment of the additional escrow deposit specified in subsection 3., a resubmission fee shall be paid, and the cost recovery deposit shall be replenished to a minimum of one-half of the original deposit amount before the application will be reviewed.

5. Prior to the scheduling or noticing of any board or commission hearing, the Village Manager's review of the application shall be complete, and the cost recovery escrow account balance shall be replenished to equal at least one-half of the initial deposit amount.

CONDITIONS FOR APPROVAL OF A REZONING REQUEST

SEC. 4.17.A.(2): Spot Zoning is prohibited. Individuals seeking to have property rezoned for their private use shall show evidence that their application meets one or more of the following:

(1) Consideration of the general welfare of the public;

(2) The effect on the surrounding property (including adequate buffers);

(3) Whether all uses permitted in the classification sought are appropriate to the location proposed; or

(4) Conformity to generally accepted Comprehensive Planning and zoning principles (including alterations to the population density patterns and increase of load on utilities, schools, and traffic)

In addition, the application shall demonstrate that:

b. The proposed change is in conformity with the Comprehensive Plan.

c. The proposed rezoning would not grant privileges not generally extended to property similarly located in the area.

SEC. 4.17.B.(1): No proposed zoning amendment that rezone property or substantially changes the uses permitted in zoning districts shall be approved unless:

a. The proposed amendment will place all property similarly situated in the area in the same category, or in appropriate complementary categories.

b. There is a convincing demonstration that all uses permitted under the proposed district classification would be in the general public interest, and not merely in the interest of an individual or small group of people.

c. There is a convincing demonstration that all uses permitted under the proposed district classification would be appropriate in the area included in the proposed change. (When a new district designation is assigned, any use permitted in the district is allowable, so long as it meets district requirements, and not merely uses which an applicant states he intends to make of the property involved).

d. There is convincing evidence that the character of the neighborhood will not be materially and adversely affected by any use permitted in the proposed change.

e. The proposed change is in accord with the Comprehensive Plan and sound Comprehensive Planning and zoning principles.

SEC. 4.17.C.: Amendments to the Unified Land Development Code that do not rezone property or substantially change uses permitted in zoning districts shall be in general accord with sound comprehensive planning and zoning principles and consistent with the adopted Comprehensive Plan. (Procedures to permit minor deviations from uses allowed in the Urban Core Zone by Warrant, are set forth in Chapter 15, Section 15.1.H.)

CRITERIA FOR SPECIAL AREA PLAN

SUBSEC 15.2.G. Special Area Plan:
The purpose of a Special Area Plan is to allow parcels of at least two (2) Abutting acres in size to be master planned so as to allow greater integration of public improvements and Infrastructure, to enable connectivity; to encourage a variety of Building Heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality building and Streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.
   a. The single or multiple owner(s) of Abutting properties in excess of two (2) acres may apply for a rezoning to a Special Area Plan and shall be approved by the process of rezoning following review by the Planning and Zoning Board and Village Commission with the site plan approval process.
   b. All regulations of the underlying Transect Zone and this [Form Based] Code that are not otherwise addressed by the SAP shall apply.
   c. A Special Area Plan shall assign Thoroughfares (as appropriate), Cross Block Pedestrian Passages, and Civic Spaces, with appropriate transitions to Abutting areas. Guidelines for Thoroughfares and Public Frontages may be adjusted to the particular circumstances of the Special Area Plan.
   d. A Special Area Plan shall include a site plan, map of the proposed layout, circulation, view corridors, and the standards that deviate from the requirements of Chapter 15, Section 15.3., and this Code.
   e. A Special Area Plan shall assign at least five percent (5%) of its aggregated Lot Area to a Civic Space Type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the Civic Spaces, and Thoroughfares.
   f. Development within the Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of Civic Spaces, Thoroughfares, and Building area among the Building sites.
   g. Unless a Building is specifically approved as part of the Special Area Plan, any Building shall be reviewed by the Planning & Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the Building Permit.
   h. A parking management program that enables shared parking among public and private Uses.
   i. Flexible allocation of development capacity and Height, excluding Density on individual sites within the Special Area Plan may be allowed so long as the capacity or Height distribution does not result in development that is out of Scale or character with the surrounding area, and provides for appropriate transitions.

APPLICANT CHECKLIST

Applications are incomplete until all materials have been received by the Planning and Zoning Official. Applicant must provide the following upon submittal of application:

- ☐ Complete Application, including all required forms, signed by applicant or, if applicable, property owner or owner's representative.
- ☐ Letter of Authorization from property owner (if applicable).
- ☐ Proof of ownership (if applicable).
- ☐ Letter of intent, signed by the Applicant, explaining the nature of the request, justification for the proposed amendment, and evidence that the request complies with the applicable criteria of Section 4.17 of the North Bay Village Unified Land Development Code. Insufficient justification may result in denial of the application.
- ☐ Certified Land Survey dated within two (2) years of the application filing date, reflecting all current conditions (if applicable).
- ☐ Legal description (if applicable).
- ☐ Map indicating the present and the proposed rezoning of the property (if applicable).
- ☐ Conceptual site plan of proposed project eliciting the rezoning request, if applicable, including:
  - Total acreage
  - Dwelling units per acre
  - Gross floor area
  - Building height
  - Floor area ratio
- ☐ Level of Service Assessment based on the projected development capacity of land proposed for rezoning or land impacted by proposed text amendment, as applicable.
- ☐ Filing fees and cost recovery deposit (Refer to the most current North Bay Village Fee Schedule).

*** Supporting materials may be submitted electronically for review. Physical copies of materials may be requested prior to public hearing***

Office Use Only:

Date Submitted: _____ Total Paid: $_____

Date Paid: _____ Filing Fee: $_____

Cash or Check #_____ Cost Recovery Dep: $_____

Shubin Law Group
PROFESSIONAL ASSOCIATION

July 17, 2025

VIA ELECTRONIC TRANSMISSION

Ms. Silvia E. Vargas, FAICP
Village Planner
Planning & Zoning Department
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
svargas@cgasolutions.com

RE: Letter of Intent – Sunbeam Application to Amend Text of Appendix A to the Village's Form-Based Districts Regulating Plan & that Certain Corresponding Development Agreement Dated March 13, 2023

Ms. Vargas:

As you know, this firm represents Sunbeam[1], the applicant and owner of certain real property that comprises the Sunbeam North Bay Village Special Area Plan (the "Sunbeam SAP").

Through this application, Sunbeam is seeking to modify the *text* of the regulating plan for the Sunbeam SAP, as set forth within Appendix A of the Village's Form-Based Districts Regulating Plan ("Appendix A" or the "Sunbeam Regulating Plan"). Sunbeam is simultaneously seeking to amend certain provisions of the corresponding development agreement entered into by and between Sunbeam and the Village on March 13, 2023 (the "Development Agreement").

In sum, the proposed modifications to Appendix A and the Development Agreement will allow Sunbeam to proffer a community benefits package to the Village that will satisfy Sunbeam's workforce housing obligations under the Development Agreement while better responding to the Village's existing infrastructure and concurrency needs. More specifically, Sunbeam is proposing the following:

(i) Within ninety (90) days of amending the Development Agreement, Sunbeam will tender a deed to the Village for the property located at 7560 West Treasure Drive (identified as Miami-Dade Property Tax Folio No. 23-3209-009-0460) in order to accommodate park space and a stormwater station associated with the Village's

[1] For purposes of this application, "Sunbeam" is defined to include Sunbeam Television Corporation, Sunbeam 1601 79th Street LLC, Sunbeam 1400, LLC, Sunbeam 1600-1624 79th Street LLC, and Sunbeam Development Corporation (collectively "Applicant" or "Sunbeam").

ongoing drainage improvements;

(ii) Within ninety (90) days of amending the Development Agreement, Sunbeam will tender a deed to the Village for the properties located at 1601-1657 North Treasure Drive (identified as Miami-Dade Property Tax Folio Nos. 23-3209-010-0050 and 23-3209-010-0040) for public purposes, including but not limited to public park space and/or workforce housing; and

(iii) Concurrent with the issuance of a building permit for a residential building to be constructed at 1401 79th Street Causeway (identified as Miami-Dade Property Tax Folio No. 23-3209-000-0161), Sunbeam will contribute an "in-lieu" fee to the Village's workforce housing fund to satisfy the six percent (6%) workforce housing requirement for said building.

The proposed modifications to Appendix A and the Development Agreement are set forth more fully in Exhibits "A" and "B" enclosed with this letter. To be clear, this application is limited to the proposed text amendments set forth within those documents and is in no way a request to expand the boundaries of the Sunbeam SAP or modify the previously-approved Sunbeam SAP site plan.

Sunbeam and the Ansin family remain enthusiastic about the progression of this transformative project and are steadfast in their commitment to supporting the Village's fiscal and public space initiatives that are critical to the prosperity of this community. We submit this application in furtherance of that commitment and look forward to the Village's favorable consideration.

Sincerely,

John K. Shubin, Esq.
Liana M. Kozlowski, Esq.
For the firm

Enclosures

cc: Frank Rollason, Village Manager (villagemanager@nbvillage.com)

Exhibit “A”

Appendix A
SUNBEAM NBV SPECIAL AREA PLAN

§ A.1 General provisions.

A. *Title.* This appendix shall be known as the Sunbeam NBV Special Area Plan Form-Based Code or "Sunbeam NBV SAP."

B. *Purpose and intent.* This appendix sets forth the standards applicable to this special area plan form-based district and transect zone in North Bay Village. These standards are intended to:

1. Support the goals, objectives, and policies of the North Bay Village Comprehensive Plan.

2. Support the goals of the NBV100 Master Plan, which include livability, resiliency, and prosperity.

a. Livability goals include:

(1) Prioritize people over cars.

(2) Embrace the waterfront.

(3) Improve the quality of life.

(4) Synergize public space to refresh NBV identity.

(5) Reinforcing community identity through the thoughtful placement of civic and public gathering spaces.

(6) Constructing buildings and landscaping that contribute to the physical definition of throughfares as civic spaces.

(7) Establishing a framework of multimodal systems while respecting the pedestrian and special form of public spaces

b. Resiliency goals include:

(1) Implement responsible and self-sustaining policies that reflect NBVs commitment to the stewardship of its waterfront and the water quality of Biscayne Bay.

(2) Help mitigate climate change through resource conservation and reductions in carbon admissions.

(3) Prepare for sea level rise and severe weather events by constructing stronger seawalls, improving stormwater management, and raising public infrastructure.

c. Prosperity goals include:

(1) Capitalize on existing resources.

(2) Increase private property value.

(3) Optimize and manage parking.

(4) Incentivize flexibility and predictability.

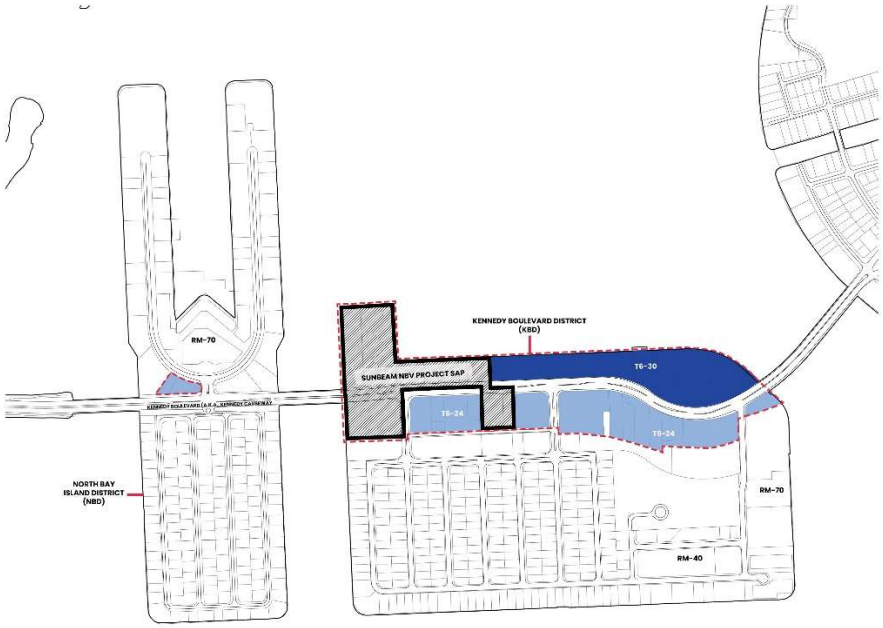
5) Ensure that private development contributes to the infrastructure and promotes a quality multimodal friendly public and private realm.

C. Form-based district.

1. The Sunbeam NBV SAP form-based district in North Bay Village is composed of one transect zone. See Section A.1.D and Section A.5, Form-Based District Regulating Plan.

2. The extent of the Sunbeam NBV SAP form-based district and transect zone is described in this Form-Based District Regulating Plan and in the pertinent regulatory Section for the district, see Section A.2, General to Transect Zones, Section A.3, Specific to Sunbeam NBV Special Area Plan, and Section A.5, Form-Based Districts Regulating Plan.

D. Form-Based Districts Regulating Plan.



1. The Form-Based Districts Regulating Plan, Section A.1.D shows the boundaries of the Sunbeam NBV SAP form-based district and transect zone in North Bay Village.

2. Locations within North Bay Village that are outside the boundaries of the Sunbeam NBV SAP form-based district and transect zone shall retain their current zoning designations and regulations under the NBV ULDC.

E. Applicability.

1. Regulations in this appendix or the Sunbeam NBV SAP form-based district shall replace the prior zoning and overlay districts within the boundaries described in this Form-Based District Regulating Plan. See Section A.5, Sunbeam NBV SAP Form-Based District Regulating Plan.

2. This appendix shall apply to all new construction and substantial modifications, as defined bythe Florida Building Code, within the form-based districts.

3. This appendix shall supersede prior regulations in the North Bay Village Unified Land Development Code (ULDC) for properties within the Sunbeam NBV SAP form-based district except where specified.

Where a conflict exists between this appendix and other portions of the ULDC or the Form-Based Code, this appendix shall prevail.

F. Rules of construction.

1. In their interpretation and application, the provisions of Appendix A, Sunbeam NBV SAP Form-Based District, shall be the minimum requirements or maximum limitations, as the case may be, adopted for the promotion of the public health, safety, morals or general welfare.

2. The following general rules of construction shall apply to the text of this chapter:

a. Headings. Section and subsection headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of the Code.

b. Illustrations. In case of any difference of meaning or implication between the text of any provision and any illustration, the text shall control, unless the intent of the Code is clearly otherwise.

c. Terminology. Shall, may and should:

(1) "Shall" is always mandatory and not permissive. Standards, activated by "shall", are regulatory in nature. Deviations from these standards shall only be permitted by variance in accordance with Chapter 7, Variances.

(2) "Should" is advisory and identifies guidance provided by the Village Commission in the implementation of these regulations. Guidelines, activated by "should", are encouraged and recommended but not mandatory. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(3) "May" is permissive.

d. Any act authorized by this Form-Based Code to be carried out by a specific official or agency of the Village is impliedly authorized to be carried out by a designee of that official or agency.

e. Any reference to federal laws, Florida Statutes, Florida Administrative Code, Miami-Dade County Code, or any other official code shall be construed to be a reference to the most recent enactment of the particular law and shall include any amendments to it as may be adopted from time to time.

f. Capitalized terms in this chapter refer to definitions in Section A.4.

G. Nonconformities.

1. Existing buildings and structures that do not conform to the requirements of this district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state until such time as a substantial modification is requested to 50 percent or more of the structure, or as defined by the Florida Building Code.

2. The adaptive re-use of a building shall not be required to comply with minimum height standards established in the development standards for each transect zone. See Section A.2, and Section A.3.

3. The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six new spaces are required.

4. For all other non-conformities regulations, see Chapter 6, Non-Conformities.

H. Procedures.

1. See Chapter 4, Administration and Enforcement.

2. See Chapter 5, Permits and Development Approvals.

3. See Chapter 7, Variances.

4. Unless otherwise specifically provided for as part of the SAP approval process, Development within the Sunbeam NBV SAP and pursuant to this Appendix A shall be permitted within the following conceptual framework. (See Section 5.2)

   The specifics of the procedures are governed by Chapters 4, 5, 7, 15 and Appendix A and other provisions of the ULDC predating Chapter 15, Form-Based Code, as applicable.

   a. Deviations related to use.

      (1) A warrant is a permit for a minor deviation from the uses allowed by this Code that is granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official.

         i. At the time of submitting the application to the Village Building and Zoning Department, the applicant shall notify all abutting property owners, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one notice to the condominium association need be sent.

         ii. The applicant shall submit the certified receipts from all notices to the Building and Zoning Department at the time of application. The decision on a warrant shall be posted on the Village website within five days of the written decision.

         iii. Review and approval process.

            (a) The Planning and Zoning Official shall review each submitted application for a warrant for completeness. The warrant application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

            (b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven calendar days from receipt of the notice of the intended decision to request a conference with the Planning and Zoning Official to discuss revisions or additional information regarding the application. Within seven calendar days of the conference, or if no conference is requested, the Planning and Zoning Official shall issue written findings and determinations regarding the applicable criteria set forth in this Code and any other applicable regulations. The applicant and the Planning and Zoning Official may mutually consent to an extension of the time for issuance of the final decision. The findings and determinations shall be used to approve, approve with conditions, or deny the warrant application.

            (c) The Village Manager shall approve, approve with conditions, or deny the warrant application, but in no event shall a warrant be issued prior to 30 calendar days from the time of notice to the abutting property owners. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when the applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

iv. Review criteria.

(a) As appropriate to the nature of the warrant involved and the particular circumstances of the case, the following criteria shall apply to a warrant application. The application shall be reviewed for compliance with this appendix and not in violation of the North Bay Village's Unified Land Development Code. The review shall consider the intent of the transect expressed in Section 15.1, the guiding principles of NBV100, and the manner in which the proposed use will operate given its specific location and proximity to less intense uses. The review shall also apply Section 15.7.I, Design Review Criteria, as applicable.

v. Procedure for appealing an administrative decision on a warrant.

(a) Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4, Administration and Enforcement, Sections 4.4, and 4.5 of this Code.

vi. A warrant shall be valid for a period of two years during which a building permit or certificate of use must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A use exception is a permit for a major deviation from the uses allowed by this Code that requires a public hearing. See Chapter 4, Section 4.4, Public Hearings Procedures.

b. Deviations not related to use.

(1) A waiver is a permit for a minor deviation from the requirements of this Code other than for use that is granted administratively by the Village Manager or designee upon review and recommendation by the Planning and Zoning Official. Waivers are intended to relieve practical difficulties in complying with the strict requirements of this Code. Waivers are not intended to relieve specific cases of financial hardship, nor to allow circumventing of the intent of this Code.

i. As appropriate to the nature of the waiver involved and the particular circumstances of the case, waivers up to ten percent of that particular standard of this Code except density, intensity and height, may be granted when doing so promotes the intent of the particular transect zone where the proposal is located; is consistent with the guiding principles of this Code; and there is practical difficulty in otherwise meeting the standards of the transect zone. The inability to achieve maximum density, height, or floorplate for the transect shall not be considered grounds for the granting of a waiver. This waiver cannot be combined with any other specified waiver of the same standard. For exceptions to the height requirements that may be granted by waiver, see Section 15.2.C.4.

ii. Prior to submitting an application for an administrative waiver, the prospective applicant shall meet in a preapplication meeting with the Planning and Zoning Official to obtain information and guidance as to matters related to the proposed application.

iii. At the time of submitting the application to the Village Building and Zoning Department, the applicant shall notify all abutting property owners, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one notice to the condominium association need be sent.

iv. The applicant shall submit the certified receipts from all notices to the Building and Zoning Department at the time of application. The decision on a waiver shall be posted on the Village website within five days of the written decision.

v. Review and approval process.

(a) The Planning and Zoning Official shall review the waiver application, as required under this Code. The application shall be reviewed for compliance with this chapter, and not in violation of the North Bay Village's Unified Land Development Code or the Florida Building Code. The review shall consider the intent of the transect expressed in Section 15.1 and the guiding principles of NBV100. The review shall also apply Section 15.7.I, Design Review Criteria, as applicable. The waiver application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

(b) Based on the applicable findings and recommendations of the Planning and Zoning Official, the Village Manager or designee will issue a final decision on the waiver request within 14 calendar days of receiving the Planning and Zoning Official's findings and recommendations. The application shall be approved, approved with conditions, or denied, but in no event shall a waiver be issued prior to 30 days from the time of notice to the abutting property owners.

(c) Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when such applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if, after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

vi. Procedure for appealing an administrative decision on a waiver.

(a) Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4, Administration and Enforcement, Section 4.5.

vii. A waiver shall be valid for a period of two years, during which a building permit or certificate of use must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A variance is a permit for a major deviation from the requirements of this Code other than for use that requires a public hearing. See Chapter 7, Variances.

c. Development pursuant to Sunbeam NBV SAP.

(1) A Special Area Plan Permit is a permit for the implementation of individual projects allowed by this appendix that is granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official.

i. At the time of submitting the application to the Village Building and Zoning Department, the applicant shall notify all abutting property owners, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one notice to the condominium association need be sent.

ii. The applicant shall submit the certified receipts from all notices to the Building and Zoning Department at the time of application. The decision on a Special

Area Plan Permit shall be posted on the Village website within five days of the written decision.

iii. Review and approval process.

(a) The Planning and Zoning Official shall review each submitted application for a Special Area Plan Permit for completeness. The Special Area Plan Permit application may be referred administratively for development review by other disciplines if the Planning and Zoning Official determines that such review is necessary.

(b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven calendar days from receipt of the notice of the intended decision to request a conference with the Planning and Zoning Official to discuss revisions or additional information regarding the application. Within seven calendar days of the conference, or if no conference is requested, the Planning and Zoning Official shall issue written findings and determinations regarding the applicable criteria set forth in this Code and any other applicable regulations. The applicant and the Planning and Zoning Official may mutually consent to an extension of the time for issuance of the final decision. The findings and determinations shall be used to approve, approve with conditions, or deny the Special Area Plan Permit application.

(c) The Village Manager shall approve, approve with conditions, or deny the Special Area Plan Permit application, but in no event shall a Special Area Plan Permit be issued prior to 30 calendar days from the time of notice to the abutting property owners. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when the applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

iv. Review criteria.

(a) As appropriate to the nature of the Special Area Plan Permit involved and the particular circumstances of the case, the following criteria shall apply to a Special Area Plan Permit application. The application shall be reviewed for compliance with this chapter and not in violation of the North Bay Village's Unified Land Development Code. The review shall consider the intent of this appendix expressed in Section A.1, the guiding principles of NBV100, and the regulating standards set forth in this appendix. The review shall also apply Section A.7.I, Sunbeam NBV SAP Design Review Criteria, as applicable.

v. Procedure for appealing an administrative decision on a Special Area Plan Permit.

(a) Appeal by the applicant of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4, Administration and Enforcement, Sections 4.4, and 4.5 of this Code.

vi. A Special Area Plan Permit shall be valid for a period of two years during which a building permit or certificate of use must be obtained. This excludes a

demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

§ A.2 General to transect zones.

A. *Explanation of transect zones.* The transect, as a framework applied to urban conditions, identifies a range of habitats from the most natural to the most urban. It is a continuum that, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The transect methodology allows for a wide range of building types in each transect zone, arranged to provide balanced walkable streetscapes. This Code contains the following transect zones:

1. The Urban Core Zone (T6) consists of the highest density and greatest variety of uses, including civic buildings. A network of small blocks has walkable thoroughfares with wide sidewalks, with steady tree planting and buildings set close to the frontage with frequent doors and windows.

B. Lots and frontages.

1. Lots facing thoroughfares on more than one side shall have designated primary frontage(s) and may have secondary frontage(s). A primary frontage shall be that facing the thoroughfare of higher pedestrian importance or intensity (i.e., traffic volume, number of lanes, etc.), as determined by the Building and Zoning Department upon request by the Planning and Zoning Official.

    a. Lots shall have at least one primary frontage, except waterfront lots shall have at least two primary frontages, one of which shall be the waterfront and shall conform to Building Development Standards for each transect zone as described in Section A.3, Specific to Sunbeam NBV Special Area Plan.

    b. If two thoroughfares are of equal importance, each frontage shall be considered a primary frontage.

    c. Lots with two or more frontages may consider other non-fronting property lines as sides.

    d. Where an existing lot of record is located adjacent to a thoroughfare in a manner that creates an irregular frontage such that the side or rear yards cannot be determined as with a regular lot, the Planning and Zoning Official shall determine, by waiver, the yard and setbacks for the lot as fits the circumstances of the case.

    e. For frontage types, see Section A.6.A, Frontage Types Table.

C. Measurement of height.

1. Unless otherwise specified herein, the height of buildings shall be measured in feet from the base flood elevation (BFE) plus freeboard. Refer to FEMA flood insurance rate map (FIRM) for BFE. Refer to Chapter 10 for freeboard requirements and Section A.7.B and Section A.7.C for building height requirements.

2. A story is a habitable level within a building and shall conform to the building development standards for the Sunbeam NBV SAP transect zone as described in Section A.3. Unless otherwise specified herein, a story shall be measured from finished floor to finished floor. For the topmost story, the story shall be measured to the top of a flat roof or to bottom of eaves on a pitched roof. Basements, understories and roof decks are not considered stories for the purposes of determining building height.

3. The height of fences and site walls and walls shall be measured in feet from grade.

4. Except as specifically provided herein, the height limitations of this Code shall not apply to any architectural features, roof structures for housing stairways, elevators, tanks, ventilating fans,

antennae, window cleaning equipment, or similar equipment required to operate and maintain the building, provided that such structures shall not cover more than 5020 percent of roof area and shall not exceed the maximum height by thirty (30) ~~twenty~~ feet; nor to church spires, steeples, belfries, monuments, water towers, flagpoles, vents, or similar structures, which may be allowed to exceed the maximum height by waiver; nor to fire or parapet walls, which shall conform to the building development standards for each transect zone as described in Section A.3.

D. Thoroughfares.

1. Thoroughfares are intended for use by vehicular, transit, bicycle, and pedestrian traffic and to provide access to lots and open spaces.

2. Thoroughfares consist of lanes for vehicles, transit, bicycles, and public frontages. The lanes may have a variety of widths for movement and parking. The public frontages contribute to the character of transect zones. They may include swales, sidewalks, curbing, planters, bicycle paths and street trees. See Section A.6.A, Frontage Types Table, and Section A.6.B, Definitions Illustrated Table.

3. Thoroughfares should be designed in context with the urban form and desired design speed of the transect zones through which they pass. The public frontages that pass from one transect zone to another should be adjusted accordingly.

4. Pedestrian comfort should be a primary consideration of thoroughfare design and dimensions. Design conflict between vehicular, bicycle and pedestrian movement should be decided in favor of the pedestrian.

5. Bicycles are a sustainable and viable mode of transportation and recreation in North Bay Village. Bicycle use of thoroughfares should be as follows: Bicycles and vehicles may share use of lanes on all thoroughfares. Thoroughfares that have sufficient paving width to accommodate bicyclists' safety should include dedicated bicycle lanes. Greenways, the Island Walk and other civic spaces should include bicycle usage.

E. Shopfront standards.

1. General.

a. Shopfront windows, doors, signage, awnings, lighting, and architectural details shall be designed as a unified composition.

b. Each shopfront shall be limited to three sign types and shall conform with the tables and illustrations in Section A.6.E and Section A.6.F.

2. *Shopfront finishes.* The majority of exposed finishes apart from glazing shall be custom metal work, steel frame, extruded aluminum and panels, stone, stucco, brick, wood or wood-like materials.

3. *Shopfront windows.* Reflective glass shall not be permitted along any commercial street. In flood-prone areas, glazing below the BFE plus freeboard shall be equipped with certified flood-proofing.

4. Entrance doors.

a. Each tenant space shall have at least one three-foot wide door at the main entry. Shopfront entrances are encouraged at building corners.

b. Shopfront entrance doors shall be recessed to allow the door to swing out without obstructing pedestrian flow on the sidewalk.

c. Walls providing entry door recesses should be glazed to match shopfront display windows.

d. Entry doors should be a minimum of eight feet in height.

e. The business address should be advertised with a window sign on the transom above the entry door. Alternatively, addresses shall be displayed on a plaque next to above the door.

5. Other doors.

a. Where appropriate, sliding, or folding doors that allow the activity of the business to open adjacent to and onto the public sidewalk, Island Walk, passages, corridors or other pedestrian oriented accessways may be installed for restaurants and food services.

b. Rear and side doors facing service alleys and parking lots are encouraged, but not required.

6. *Bulkheads.* Shopfront bulkheads, when implemented, shall be a maximum of 30 inches above the adjacent sidewalk and shall be designed as an integral component of the overall shopfront. Flood-proof bulkheads of the maximum allowed height are encouraged in flood-prone areas.

7. *Signage bands.* Shopfronts should have a horizontal signage band above the first-floor fenestration to accommodate a band sign. A signage band is an architectural feature that should be integral with the design of the shopfront's facade and may be a contrasting color to the building, see Section 9.20 and Section A.6.F. Sign bands shall have a maximum height of 48 inches and may extend the entire length of the shopfront. Signage bands shall not be internally illuminated but may be externally lit.

8. Security gates and shutters.

a. Solid metal security gates and solid roll-down shutters shall not be permitted.

b. Interior link or grill security devices may be permitted with approval by the Village if they are completely enclosed or hidden from view when not in use.

9. Awnings.

a. All awnings shall be integral to the overall design of the shopfront and shall respect column and window spacing.

b. Awnings shall be a metal armature stretching a non-translucent membrane and shall have a maximum of two colors. They shall consist of sloping squares or rectangles and should be coordinated with the top edge of the ground floor windows and doorframes and the bottom of the transom windows, see Section A.6.F. Side panels are allowed but not encouraged.

c. Awnings may be fixed or retractable.

d. Awnings shall be a minimum of three feet wide by three feet deep. They shall be installed a minimum of seven feet from the ground and project no more than eight feet from the building facade. Awnings shall have a maximum slope of 1:3 (33%) from the building to the edge.

e. Round, half domed, and plastic awnings are prohibited.

f. Awnings may be used as signs and shall conform to the Sign Standards. See Section A.1.F and Section A.6.F.

g. Alternative materials such as glass or metal are allowed.

h. Awnings shall not be backlit from below or inside but may be externally lit from above.

i. Awnings are not allowed under galleries or arcades.

10. *Canopies.* Canopies function like awnings, but are rigid, project horizontally from the building at close to a 90-degree angle and are generally fixed in place. They shall be installed a minimum of eight feet from the ground and project no more than eight feet from the building façade, when facing a thoroughfare.

F. Sign standards.

1. *Exempted signs.* The signs specified in this Section are exempt from signage regulations other than the regulations contained in this Section. Exempted signs may be erected without a sign permit.

   a. Changing copy, maintaining, or repainting a sign are exempt, provided structural and electrical changes are not made without a permit.

   b. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the sign cannot be viewed from streets, the Bay, the Island Walk, Island Walk public access walkways, or common property.

   c. Address and residential identification signs.

      (1) Any sign identifying the street number of a shopfront or commercial unit if hand painted on the transom window above the primary entrance door.

      (2) Any identification sign at the entrance of a residential unit or affixed to a mailbox, such as a sign which bears only the street number, mailbox number, or name of the occupant of the premises.

   d. Holiday decorations. Holiday decorations, flags, streamers, and similar.

   e. Flags. A flag of any nation, government, sports team, or nonprofit organization which is deployed from a permanent freestanding or wall-mounted flagpole or, with respect to the United States flag, in a manner acceptable for the display of the national ensign as set forth in the U.S. Flag Code.

   f. Official signs.

      (1) Any sign erected by North Bay Village.

      (2) Any sign erected by a government.

      (3) Public utility and traffic signs.

   g. Political signs.

      (1) Political signs conforming with the following requirements do not require permits:

      (2) Political signs are limited to three square feet and may not exceed 30 inches above grade.

      (3) Political signs may be erected 25 days prior to an election and shall be removed within seven days of the election.

      (4) Up to three signs total are allowed per residential lot, or per shopfront, except at polling places. Of the three signs permitted, no more than one sign is allowed per candidate or referendum item.

      (5) See Section 11.7, Temporary Sign Permits, for additional requirements.

   h. Construction signs, subject to the following:

      (1) Signage shall identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

      (2) The contractor, the architect, and subcontractor are each allowed one sign with a maximum area of four square feet.

      (3) Signs may only be erected after a building permit has been issued.

      (4) Signage must be removed within five days of the final inspection.

   i. (Reserved)

   j. Warning and instructional signs.

(1) Any warning sign, non-advertising signs (e.g., "no trespassing," "no dumping"), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four square feet in copy area and is not illuminated.

(2) Any special instruction sign (e.g., "open," "closed," "hours of business," "no smoking") provided any such sign does not exceed eight square feet in copy area.

k. Miscellaneous signs.

(1) Any memorial sign or commemorative plaque.

(2) Any generic, architectural feature that is designed, integrated, and constructed as part of a building.

(3) Any sign which is integrated into or on a point-of-sale purchase display.

(4) Any sign carried by a person.

2. Prohibited signs and sign locations.

a. Billboards.

b. Any sign advertising products or articles that are not manufactured, assembled, processed, repaired, or for services sold on the premises.

c. Snipe signs.

d. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.

e. Animated, moveable, or inflatable signs.

(1) Any sign that simulates emergency lights on emergency vehicles, traffic-control signals or devices, directional, informational, or warning signs erected by a government, utility, or similar agency.

(2) Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.

(3) Any sign that is wind or power operated including flags, streamers, pinwheels, and balloons.

f. No signs may be located in a way that causes a hazard to pedestrian or vehicular traffic.

(1) Temporary signs at street intersections are limited to 30 inches in height within a triangle measured 30 feet from the intersection along each right-of-way.

(2) No permanent sign may be located within a triangle measured 30 feet from the intersection along each right-of-way.

3. Permitted signs.

a. General.

(1) Signs shall conform with the following standards, as specified in Section A.6.E and illustrated in Section A.6.F.

(a) Sign type limitations by zone.

(b) The height and area of the sign;

(c) The number of signs per site;

(d) The height of sign copy.

(2) Exterior signs shall be made of durable, weather resistant materials.

(3) A permit is required for all signs permitted under this Section.

(4) No sign, once approved, may be moved, or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition.

b. Signs shall provide the following clearance:

(1) A minimum of nine feet over pedestrian ways, except for signs on awnings and canopies.

(2) A minimum of 13.5 feet over vehicular travel ways and parking aisles, except in parking structures.

(3) Signs located along streets shall be a minimum of two feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

c. Removal.

(1) Signs shall be removed as specified in Section A.6.E, Sign Restriction Table, and as follows:

(a) (P) Permanent; signs do not require removal.

(b) (O) Occupancy; signs shall be removed within seven days of the end of tenant occupancy.

(c) (B) Business; signs shall be removed when the business is closed.

(d) (T) Temporary; signs shall be removed within the time period specified by sign type.

(2) Any moveable signs shall be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.

d. Sign templates.

(1) The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.

e. Illumination.

(1) Internal sign illumination is permitted on window and wall signs.

(2) Light sources shall be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent streets, properties, or skyward.

(3) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of incandescent light.

f. Electronic message center (EMC) signs.

(1) EMC signs are permitted for use on ground signs for mixed-use projects, churches and place of assembly facilities.

(2) Each image shall remain static for a minimum of eight seconds.

(3) Transitions shall be instantaneous, without intervening flashing, animation, or movement of any kind.

(4) Signs shall be equipped with automatic dimming technology.

(5) Signs shall not exceed 0.3-foot candles above ambient light measured at a distance of 200 feet.

4. Requirements by sign type as described below and illustrated in Section A.6.F.

a. Band signs (synonym wall signs).

(1) Band signs may be located above tenant shopfronts, below second story windows, and beneath the building cornice or coping.

(2) Band sign copy shall be at least six inches from building corners.

b. Banner signs.

(1) Banner signs shall be made of flexible materials such as cloth, canvas, and vinyl.

(2) Banner signs may be hung on the side of a building or suspended from a portion of a building structure.

c. *Commercial construction signs.* Subject to the following:

(1) Signs may identify the project and feature the names of developer, contractor, sub-contractors and professionals associated with the project. Names, websites and contact information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

(2) Signs may only be erected after a building permit has been issued. Signs shall be removed within five days of the final inspection.

(3) Signs shall have a maximum height of eight feet and shall not be above ~~four~~ eight feet from street grade.

d. Commercial rental signs.

(1) All commercial rental signs require NBV approval.

e. Corner signs.

(1) Corner signs are only permitted at building corners where each facade is along a street, along the Island Walk, a view corridor, passage or other accessway to the site.

(2) Corner signs may extend up to six feet above parapets.

f. For sale sign.

(1) Signs shall be removed within seven days of closing.

g. (Reserved)

h. Ground signs.

(1) Ground signs are limited to the following locations:

i. Forecourts.

(2) The bottom of the sign shall be within two feet of sidewalk grade.

(3) Ground signs shall be set back a minimum of ten feet from property lines.

i. Marquee signs.

(1) Marquee signs may be used for lodging, mixed-use projects, and theaters. The Village may permit marquee signs for other businesses upon request.

j. Projecting signs.

(1) Projecting signs shall be erected on a wall of a building.

(2) Projecting signs may project up to four feet from the wall of the building on which it is erected.

k. Open house, model home signs.

(1) An annual permit is required.

(2) Signs shall be free standing on a stake or frame.

(3) The business name shall be identified on signs, two inch copy minimum.

(4) Balloons, streamers and other types of decoration may not be used.

(5) Signs are allowed for three consecutive days in any one week.

(6) Up to four signs may be located off site.

l. Window signs.

(1) Window signs may be:

(a) Letters painted directly on the window;

(b) Hanging signs hung interior of the glass;

(c) Vinyl appliqué letters applied to the window, consisting of individual letters or graphics with no visible background.

m. Wayfinding signs shall be constructed using solid materials to prevent the sign from being destroyed or blown away. Wayfinding signs and directory signs may be internally illuminated.

G. ***Special Area Plan.*** The purpose of this Special Area Plan is to allow parcels of at least two abutting acres in size to be master planned so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality buildings and streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.

a. Reserved.

b. All regulations of the underlying transect zone and this Code that are not otherwise addressed by this SAP shall apply.

c. This Special Area Plan provides detailed and specific regulatory guidelines offering flexibility and predictability for the development of the covered property; addressing among others the assignment of thoroughfares, as appropriate, crossblock pedestrian passages, and civic spaces, with appropriate transitions to abutting areas. Guidelines for thoroughfares and public frontages may be adjusted to the particular circumstances of the Special Area Plan.

d. Reserved.

e. This Special Area Plan assigns at least seven and one half (7.5%) percent of its aggregated lot area to a civic space type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the civic spaces, and thoroughfares.

f. Development within this Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of civic spaces, thoroughfares, and building area among the building sites.

g. Unless a building is specifically approved as part of this Special Area Plan, any building shall be reviewed by the Planning and Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the building permit.

h. A parking management program that enables shared parking among public and private uses shall be submitted with Special Area Plan Permits.

i. Flexible allocation of development capacity, height and density on individual sites within this Special Area Plan may be allowed so long as the capacity or height distribution doesnot result in development that is out of scale or character with the surrounding area and provides for appropriate transitions.

2. *Special Area Plan Permit.* See Section A.1.H.4.c.1. and Section 5.2, Development Permit Required.

H. ***Bonuses—Density Bonus Program.*** A density bonus is approved by the Village Commission for participation in the **Village public benefit program**, in compliance with the following provisions (see also **Chapter 8, Sections 8.13.D, and 8.15)**:

1. Reserved.

2. The total density including bonuses shall not exceed **150 dwelling units per acre**, **subject to the terms included in the approved Sunbeam NBV SAP Development Agreement**.

~~a) The project shall set aside a minimum of six (6%) percent of the total units for non-subsidized Workforce Housing.~~

3. Reserved.

4. Community contribution fee.

~~a.~~ Community contribution fees for additional density shall be **subject to the terms included in the approved Sunbeam NBV SAP Development Agreement**.~~as part of the Village's Fee Schedule and shall be payable to the Village as stipulated as follows, unless otherwise stipulated in the approval.~~

~~i. Twenty-five percent of the total fee shall be payable within 90 days of Commission approval of the Site and Development Plan and shall be non-refundable.~~

~~ii.~~i. ~~The remaining 75 percent of the fee shall be payable prior to or upon the issuance of a building permit when the density bonus is to be used and shall be non-refundable.~~

5. Reserved

I. *Density and intensity calculations.* [Reserved].

J. *Sustainability.* The Sunbeam NBV SAP applications for residential, commercial, office, hotels, and civic uses; all new mixed-use development applications; and all Village-owned civic or office construction projects located in the Sunbeam NBV SAP district are subject to the green building and resilience standards and requirements contained in Chapter 8, Division 5; Chapter 9, Division 6; and Chapter 10, Section 10.5 of the ULDC, or their equivalent.

§ A.2.1 Workforce Housing Program administration.

A. *Purpose.* The purpose of this Section is to create administrative procedures for the implementation of the **Workforce Housing Program** established pursuant to **Chapter 15, Section 15.2.H** of the North Bay Village Unified Land Development Code, and applicable to mixed-use developments in the Sunbeam NBV SAP district.

B. *Definition of terms.* The definitions contained in **Chapter 15, Section 15.2.1** of the North Bay Village Unified Land Development Code, shall apply to this chapter in addition to the following:

Area median income (AMI) means the median income level for Miami-Dade County as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development and adjusted for household size.

Condominium means that form of ownership of real property created pursuant to Chapter 718, Florida Statutes, which is comprised entirely of units that are owned by one or more persons, and which there is, appurtenant to each unit, an undivided share in common elements.

Condominium conversion has the meaning established by Sections 718.604—718.622, Florida Statutes.

Control period means each 30-year period during which the affordability restrictions imposed by this article shall apply. The control period begins at the time of any sale or resale of the affected unit by every new Workforce Housing unit owner.

Covered development means all developments providing Workforce Housing units pursuant to **Chapter 15, Section 15.2.H** of the North Bay Village Unified Land Development Code.

Department means, unless otherwise indicated, the department or division designated by the Village Manager to administer this program or any successor agency.

Developer means any person, firm, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities that apply for development orders or permits for residential dwelling units seeking to utilize the density bonus available pursuant to Chapter 8, Sections 8.12.5, 8.13.D, 8.15, and Chapter 15, Section 15.1.H, of the North Bay Village Unified Land Development Code, but does not include the state or any county, municipality, or any governmental entity.

Eligible household means a household whose total income is between 80 percent and 140 percent of Miami-Dade County area median income.

Eligible household income means any income derived from any proposed occupants of a workforce housing unit who are 18 years of age or older and who will use the unit as their primary residence.

Household means any natural person who occupies a workforce housing unit as their primary residence.

Market rate dwelling units means all dwelling units in a covered development that are not workforce housing units as defined herein.

Program Administrator means, unless otherwise indicated, the individual or individuals designated by the Village Manager to administer the Workforce Housing Program.

Qualified household means an eligible household with annual incomes within the affordability ranges established in this Code.

Qualified improvement means any addition or replacement to the workforce housing unit that adds materially to the value of the unit, prolongs the unit's useful life, or adapts the workforce housing unit to new uses and the replacement of any existing amenities.

Workforce housing density bonus agreement means a written agreement between an applicant for a development and the Village containing specific requirements to ensure the continuing affordability of the workforce housing units included in a development during the control period.

Workforce housing unit means a rental dwelling unit occupied by an eligible workforce household where the maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income between 80 percent and 140 percent of North Bay Village AMI.

Workforce housing unit rent means rents that do not exceed the maximum monthly rent limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing Finance Corporation for its multifamily rental programs (published annually at http://www.floridahousing.org .

C. Compliance procedures—Workforce housing declaration of restrictive covenants and workforce housing agreement.

1. Every workforce housing unit established pursuant to Chapter 15, Section 15.2.1 of the North Bay Village Unified Land Development Code shall be offered for rent to a qualified household to be used for their own primary residence.

2. Prior to the initial rental of any workforce unit, the owner must record the workforce housing density bonus agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village. The rental contract for the unit must also contain a clause summarizing the workforce housing requirements and rent level control and referencing the recorded workforce housing density bonus agreement.

3. The maximum rental rates for workforce units shall not exceed the affordability limit of an eligible workforce household making an annual income within the applicable AMI range pursuant to this Section as published annually by Miami-Dade County.

    a. At all times, at least 5/6th of the Workforce Housing units at the project shall be made available to Eligible households whose total income is between 80 percent and 100 percent AMI.

    b. At all times, no more than 1/6th of the Workforce Housing units at the project shall be made available to Eligible households whose total income is no greater than 140 percent AMI.

D. Application of workforce housing density bonus.

1. Any development proposing to utilize the density bonus allowed in The Sunbeam NBV SAP district must submit a workforce housing density bonus zoning application with their application for Special Area Plan Permit to the Village for consideration and approval by the Village Manager. At a minimum, the density bonus application shall include:

    a. General description of the development including location, size, land use, zoning, and the number of rental units and/or for sale units the development will contain;

    b. Conceptual development plan showing the proposed location of the workforce housing rental units;

    c. Total number of market rate and workforce housing units;

    d. Estimated initial monthly rent for each workforce housing unit;

    e. Provide the size in terms of square feet and number of bedrooms for each workforce housing unit;

    f. Location in development of each workforce housing unit and its applicable AMI affordability range;

    g. If construction is to be phased, a phasing plan identifying the number of workforce housing units and market-rate units in each phase;

    h. Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units; and

    i. Any other relevant information requested by the Village.

E. Workforce housing density bonus unit criteria.

1. Workforce housing units shall be built ~~within the project,~~ as such term is defined in **Section A.2.1.B_ of this appendix**.

~~2. At all times, workforce housing units shall be located within at least 50% of the multi-family residential buildings within the project.~~

~~3.~~2. In each building in which workforce housing units are being built, the workforce housing units shall be built simultaneously with or prior to the market-rate units.

~~4.~~3. In each building in which workforce housing units are being built, the workforce housing units shall be reasonably dispersed throughout the building and not clustered together or segregated in any way, from the market-rate units.

~~5.~~4. Workforce housing units shall contain the same number of bedrooms and quality of construction as the other market-rate units in the building in which the workforce housing units are located.

~~6.~~5. The interior building materials and finishes of the workforce housing units shall be substantially the same type and quality as the market-rate units in the building in which the workforce housing units are located.

F. Workforce housing density bonus agreement.

1. Prior to the approval of any development order or permit for any development in which the workforce housing density bonus is requested, the applicant shall enter into a workforce housing density bonus agreement with the Village, which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.

2. The applicant shall execute all documents deemed necessary by the Village in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

G. Maintenance of rent affordability.

1. On an annual basis, the Village Manager, or his/her designee, shall make available copies of updated AMI ranges, and associated rental rate limits applicable to workforce housing units in North Bay Village based on official information available from Miami-Dade County or the U.S. Department of Housing and Urban Development.

2. The time period during which the rental rate for a workforce housing unit under these regulations is required to be controlled within a specified affordability range is 30 years.

3. Workforce housing rental unit owners are required to submit an annual report to the Village on or before January 30 of each year, verifying that all designated workforce housing units they own are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. Documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation, or other form acceptable to the Village Manager.

H. Violations.

1. It is a violation of this ordinance to:

   a. Fail to file required affidavits or audits when required.

   b. Rent or lease a workforce housing unit to a person or family that is not income eligible as required by this Code.

   c. Knowingly give false or misleading information relating to this program to any Village employee.

   d. Participate, in any way, in the lease or rental of a workforce housing unit which violates any provision of this Code or a workforce housing density bonus agreement.

2. The fine for each violation of these provisions shall be in conformance with the procedures and fines in Chapter 153 of the North Bay Village Code of Ordinances, as amended.

3. Appeals to any violations issued by North Bay Village under these regulations shall be processed pursuant to the North Bay Village Code Compliance appeals procedure in Chapter 153, North Bay Village Code of Ordinances, as amended.

§ A.3 Specific to Sunbeam NBV Special Area Plan.

Sunbeam NBV SAP

1. General.

a. *Purpose and intent.* This chapter sets forth the standards applicable to development within the *Sunbeam NBV SAP,* which is composed of Urban Core Transect Zone (T6). These standards are intended to:

(1) Support the goals of the NBV 100 Master Plan.

(2) Transform Kennedy Causeway into a walkable, mixed-use boulevard that supports vibrant retail and a wide range of transportation modes.

(3) Facilitate the activation of Pirates Alley into a Village Center.

(4) Lay the groundwork for the long-term incremental development of a great urban center and Main Street that supports diverse locally oriented businesses and cultural institutions.

(5) Provide improved standards for a wider, more active, and more accessible Island Walk.

(6) Attract development of underused and vacant lots in a manner that improves the public realm, increases access to the water and contributes to a robust economic base.

b. Applicability.

(1) Section A.3.A provides development regulations that shall be employed in the mixed-use development of lands within the *Sunbeam NBV SAP* .

(2) The *Sunbeam NBV SAP* includes lots fronting Kennedy Causeway on Treasure Island as indicated in the Regulating Plan Graphic in Section A.1.D.

2. Development standards for Sunbeam NBV SAP.

a. Building disposition.

(1) Newly platted lots shall be dimensioned according to the tables and illustrations in Section A.7.B and Section A.7.C.

(2) Lot coverage by any building shall not exceed that shown in Section A.7.B and Section A.7.C.

(3) Buildings shall be disposed in relation to the boundaries of their lots according to the tables and illustrations in Section A.7.B and Section A.7.C.

(4) Sunbeam NBV SAP projects shall have their primary pedestrian entrances on Kennedy Causeway. Buildings in the *Sunbeam NBV SAP should* also have entrances along view corridors, the Island Walk and Pirates Alley, as feasible.

(5) Up to the top of the pedestal, facades shall address and architecturally engage primary frontage lines along their length as shown in the tables and illustrations in Section A.7.B and Section A.7.C. Pedestrian forecourts are allowed and shall not exceed 50 percent of the facade length. In the absence of a building along the remainder of a frontage Line, a streetscreen shall be built, as needed, to shield parking and service areas.

(6) At the first story, facades along a frontage line shall have frequent doors, windows and pedestrian entrances.

(7) Setbacks for buildings shall be as shown in the tables and illustration in Section A.7.B and Section A.7.C. Where the property to be developed abuts an existing building, a waiver may be granted so as to match the dominant setback of the block and its context.

(8) Above the Pedestal, the minimum spacing between towers is 60 feet. At the top of pedestal, a non-habitable floor is allowed up to a maximum of six feet in height without additional setback to accommodate depth of swimming pools, landscaping, transfer beams, and other structural and mechanical systems.

(9) All lots in the Sunbeam NBV SAP shall comply with minimum standards for the view corridor, as described in Section A.3.A.2.g.(3).

(10) If the frontage line of a site on the north side of 79th Street is at any point more than 340 feet from a thoroughfare intersection, the building shall provide a cross-block pedestrian passage or view corridor as a recorded public easement, as shown in Section A.7.C. Such a cross-block pedestrian passage may be covered above the second story by up to ninety (90%) percent of its length with buildings spanning over the passage or structures connecting buildings, such as a terrace, pedestrian bridge, or vehicular bridge. A pedestrian passage, including paseos, are encouraged to connect Kennedy Causeway to the Island Walk, other thoroughfares, Pirates Alley, parks and other amenities. A pedestrian passage may be roofed and shall be lined with frequent doors and windows.

(11) Density shall not exceed that shown in the tables in **Section A.7.B** and **Section A.7.C.**, subject to the terms included in the approved Sunbeam NBV SAP Development Agreement.

(12) Sidewalks.

(a) Along Kennedy Causeway, a 20-foot easement for public sidewalks shall be granted and recorded with the Village. The sidewalk shall be constructed and maintained by the property owner. The sidewalk shall be continuous with the existing sidewalk on the public ROW.

(b) The sidewalk, including portions on the public ROW, may be raised to address sea level rise, as appropriate, but shall connect with existing sidewalk elevation fronting the property. This work shall be completed at the expense of the property owner and to standards determined by the Village. ADA compliant transitions shall be provided to adjacent sidewalk elevations with a slope no greater than 1:20 to avoid handrails.

(c) Sidewalks shall be designed to promote a walkable, lively, and safe environment, using landscaping, lighting, furnishings and shading devices, as appropriate.

b. Building configuration.

(1) Development within private frontages shall comply with Section A.6.A, the tables and illustrations in Section A.7.B and Section A.7.C.

(2) Above the Pedestal, the building floorplate dimensions shall be limited as follows:

Sunbeam NBV South-West and South-East up to and including 20th Floor:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV South-West and South-East above 20th Floor:

(a) 15,000 square feet maximum for residential uses.

(b) No commercial uses nor parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV North:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

(3) Building heights shall be measured from base flood elevation (BFE) plus freeboard to the level of the highest point of the building, excluding allowable projections above the roof line, and shall conform to the tables and illustrations in Section A.7.B and Section A.7.C and to the following standards.

(a) At the first story:

i. The height shall be no less than 18 feet and no more than 24 feet measured from the base flood elevation (BFE) plus freeboard to the finished floor of the second story.

ii. Mezzanines in the first story shall be limited to 50 percent of the habitable floor area and shall not count as a story.

(b) Above the first story in a Pedestal:

i. The height of a story, including a liner story, shall not exceed 24 feet measured from finished floor to finished floor.

ii. In Sunbeam NBV South, ~~T~~the maximum height of the pedestal shall not *exceed seven stories or 100 feet.* In Sunbeam NBV SAP North, the maximum height of the pedestal shall not *exceed ten stories or 120 feet.*

iii. Mezzanines shall be limited to 50 percent of the habitable floor area and shall not count as a story.

iv. The height of a parking structure concealed by a liner may be equal to the height of the liner, and this may result in a liner story concealing more than one level of parking. The number of liner stories shall be used for purposes of determining the overall number of stories in a building.

(c) In a tower (above the Pedestal):

i. The height of a story is not limited within the maximum permitted building height.

ii. A mezzanine shall count as a story.

iii. Lots in the Sunbeam NBV SAP shall comply with Section A.7.B and Section A.7.C.

(d) A mezzanine extending beyond the specified limit shall be counted as an additional story for purposes of calculating building height.

(4) First story finished floor elevations.

(a) For commercial uses fronting Kennedy Causeway, the finished floor elevation within first 20 feet shall be flush with the adjacent sidewalk or Terrace elevation or no higher than one and one-half feet above the same.

(b) For commercial uses fronting the Island Walk, the finished floor elevation within first 20 feet shall be flush with the Island Walk or Terrace and no higher than one and one-half feet above the same.

(c) For residential uses, the finished floor elevation shall be no lower than BFE plus freeboard.

(d) If the finished floor elevation is below the BFE plus freeboard, certified flood-proofing shall be provided in accordance with Florida Building Code. Refer to Section 10.5, Provisions for Flood Hazard Reduction.

(e) On shopfronts, a bulkhead (or knee wall) of the maximum allowable height is encouraged but not required. See Section A.2.E for shopfront standards.

(f) If a ramp is required for ADA access, it shall be provided inside the setback line. It may be located either within the building envelope or within a recessed exterior vestibule with shopfront windows.

(5) Pedestals, parking structures and liners.

(a) In Sunbeam NBV South, ~~T~~the pedestal shall consist of no more than seven stories and shall be a maximum of 100 feet. In Sunbeam NBV North, the pedestal shall consist of no more than ten stories and shall be a maximum of 120 feet.

(b) A parking structure shall not extend beyond the height of the pedestal. For building heights in a pedestal, see Section A.3.A.2.b.(3).

(c) Liners are optional. Structures without liners on primary and secondary frontages and facing Pirates Alley, shall use green or vegetated walls on a minimum 20 percent of the garage structure. The remainder of the parking structures not utilizing liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Board (see also Chapter 9, Division 4, Landscaping).

(d) Liners facing Kennedy Causeway may encroach into the setback above a gallery. Structures without liners on primary and secondary frontages, including Kennedy Causeway and the waterfront and facing the view corridor, shall utilize green or vegetated walls on a minimum 20 percent of the parking structure. The remainder of the parking structure not utilizing liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Official (see also Chapter 9, Division 4, Landscaping).

(6) Encroachments shall be as follows:

(a) A gallery may be constructed on the primary frontage south of Kennedy Causeway over the sidewalk easement. Where a gallery is constructed, it may encroach the entire 20-foot setback and shall not extend into the right-of-way. Refer to the tables and illustrations in Section A.7.B, and to Development Standards, Section A.3.A.2., for additional details.

(b) A gallery, cantilever or arcade may be constructed on the primary frontage north of Kennedy Causeway over the sidewalk easement. The gallery or arcade may encroach the entire 20-foot setback and shall not extend into the right-of-way. A gallery or arcade is not required in front of a pedestrian forecourt. Refer to the Frontage Type Table in Section A.6.A and to Development Standards, Section A.3.A.2., for additional details.

(c) Cantilevers, cantilevered awnings and entry canopies may encroach up to seven feet into the waterfront setback, up to but not extending into, the Island Walk easement. Above the first story, cantilevered balconies, bay windows, and roofs may encroach up to seven feet into the waterfront setback, up to but not extending into, the Island Walk easement.

(d) All outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall not be allowed as encroachments, except as may be directed by utility company and/or Fire Department.

(e) Loading spaces and service areas shall be internal to the building and shall not be allowed as encroachments.

(7) Vehicular access shall be as follows:

(a) Loading berths, service areas and parking shall be accessed from alleys when available, and otherwise shall be accessed from the secondary frontage when available. Areas for drop-offs, pick-ups, and valet services shall be located along and accessed from secondary frontages, when available, or may be located along or accessed from alleys, when available.

(b) Where lots have only primary frontages, all vehicular access, including, but not limited to, areas for drop-offs, pick-ups, and valet services and access to parking, loading berths, and service areas, are not allowed along the primary building frontage facing Kennedy. Curb cuts and vehicular access are allowed through the view corridor, the crossblock passage and the side setback.

(c) No more than 50 percent of the total area of the view corridor or the crossblock passage may be used for vehicular movement. Pedestrian connectivity shall be prioritized in design and vehicular movement, while facilitated, shall not occur at the expense of pedestrian safety or convenience.

(d) A vehicle accessing a loading berth is allowed to make one turning movement on an adjacent thoroughfare to minimize the lot area devoted to this function.

(8) Walls, hedges, fences and gates shall not exceed a height of three and one-half feet within the setbacks of the primary and secondary frontages and within the view corridors. Elsewhere, walls, hedges, fences and gates shall not exceed a height of eight feet.

(9) Streetscreens shall be between three and one-half and eight feet in height and constructed of a material matching the adjacent building facade or of masonry, wrought iron or aluminum. The streetscreen may be replaced by a hedge. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access. Streetscreens shall be located coplanar with the building facade line. Above three feet in height, streetscreens shall be 50 percent permeable or articulated to avoid blank walls.

(10) Screening shall be as follows:

(a) All loading spaces, service areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage, sidewalk, or view corridor by liner buildings, streetscreens, walls, hedges, fences or opaque gates.

(b) All ground floor and roof top utility infrastructure and mechanical equipment shall be concealed from public view. At the building frontage, all equipment such as backflow preventers, Siamese connections, and the like shall be placed within the line of the facade or behind a streetscreen, or as may be directed by utility company and/or Fire Department. Exhaust air fans and louvers may be allowed on the facade only on the secondary frontages above the first story.

(c) On the roof, a parapet or screen wall shall conceal roof decks and all equipment except antennas from lateral view. Mechanical equipment on a roof shall be enclosed by parapets of the minimum height necessary to conceal it and shall not exceed the maximum height by more than twenty (20) feet. Trellises may extend above the maximum height up to 14 feet. Extensions more than ten feet above the maximum height for stair, elevator and mechanical enclosures or ornamental purposes only, shall be permitted by process of waiver.

c. Building function and parking requirements.

(1) Buildings in the Sunbeam NBV SAP shall conform to the Functions and Parking Requirements Table described in Section A.7.A. Certain functions as shown in said table shall require approval by exception. Refer to Section 8.14, Supplemental Use Regulations, Section 8.15, Supplemental Development Standards.

(2) First story uses.

(a) A minimum of 50 percent of the building frontages along Kennedy Causeway, the Island Walk, Pirates Alley, and any side streets shall be habitable space to a minimum depth of 20 feet.

(b) A minimum of 50 percent of the building frontage along a view corridor shall be habitable space to a minimum depth of 20 feet.

(c) The habitable space required along Kennedy Causeway that is not otherwise occupied by the primary entrance shall contain commercial uses and civic space uses, and no residential uses, except building entrances, lobbies, and lounges. Retail use, especially restaurants, is encouraged on all frontages, including Kennedy, the Island Walk, and the view corridor. Live-work units and townhouses are the only residential use allowed in the first story, apart from building entrances.

(d) Design for tenant flexibility.

i. The design of commercial spaces should anticipate restaurant requirements. Accommodation for restaurant venting and sewage utilities such as grease traps and interceptors should be designed into the building.

ii. Designs shall anticipate potential commercial power and gas load needs.

iii. Buildings should provide generous clear space between interior columns for ground floor retail and activity spaces.

d. Parking and loading berth standards.

(1) Refer to Section 9.3.E, Design Standards for Off-Street Parking, and Section 9.3.G, Mechanical Parking.

(2) Shared parking shall be allowed in compliance with Section A.6.C, Shared Parking Standards Table.

(3) Loading berths shall be provided in compliance with Section A.6.D, Loading Berth Standard Table.

(4) Off-street bicycle parking standards.

(a) The required number of off-street bicycle parking spaces shall conform with Section A.7.A, Building Function (Uses) and Parking Standards Table.

(b) After the first 50 required bicycle spaces are provided, additional spaces may be reduced by one-half.

(c) Required bicycle parking shall meet the following standards:

i. Required bicycle parking shall be provided in a safe, accessible and convenient location.

ii. Bicycle parking facilities shared by more than one use are encouraged.

iii. Required bicycle parking facilities may be located within the project site or in a shared bicycle parking facility located within 500 feet of the primary entrance as measured from the property line .

iv. When required off-street vehicular parking is covered, the required bicycle parking shall also be covered.

v. When required bicycle parking is provided in racks, one standard U-rack will accommodate two bikes and each rack shall meet the following standards:

(i) The bicycle frame and one wheel can be locked to the rack with a high security, U-shaped shackle lock if both wheels are left on the bicycle;

(ii) A bicycle six feet long can be securely held with its frame supported so that the bicycle cannot be pushed or fall in a manner that will damage the wheels or components; and

(iii) The rack shall be securely anchored.

vi. When required bicycle parking is provided in lockers, the lockers shall be securely anchored.

vii. Parking and maneuvering areas.

(i) Each required bicycle parking space shall be accessible without moving another bicycle.

(ii) There shall be an aisle of at least five feet wide behind all required bicycle parking to allow room for bicycle maneuvering.

(iii) The area devoted to bicycle parking shall be hard surfaced.

viii. A directional sign shall be required if the bicycle parking area is not visible from the thoroughfare or primary entrance. Said sign shall be at minimum of one square foot in area and be posted at the primary entrance indicating the location of the bicycle parking.

e. Architectural standards.

(1) Permanent and temporary structures.

(a) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(b) Temporary structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the Code of Ordinances and this Code, with the following exceptions by Special Area Plan Permit.

i. *Island Walk:* Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easement and the waterfront setback.

ii. *Pirates Alley:* Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

iii. Construction trailers shall be permitted while a construction site remains active under duly permitted work.

(2) Private frontages and facades.

(a) The sidewalk-level facades of all buildings shall be glazed with no less than 50 percent clear glass as measured between the finished floor and ceiling including the glass area of the front door.

(b) The facades of all sidewalk-level commercial spaces shall be detailed as shopfronts. Shopfronts shall conform to Section A.2.E, Shopfront Standards. Lobbies, civic and civil support uses, live-work units, and townhouses are not required to be detailed as shopfronts.

(c) Outdoor commercial uses.

i. Temporary exterior commercial uses and displays along the shopfront's adjacent sidewalks are encouraged and allowed by Special Area Plan Permit. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet.

ii. For outdoor dining areas on sidewalks that are in the public right-of-way, see Section 8.15.H. Outdoor dining and sidewalk cafes in Supplemental Development Standards.

iii. Outdoor dining areas on sidewalk easements and the Island Walk easement are encouraged and allowed by right, subject to the following standards:

(i) Outdoor dining areas may be separated from public walkways and streets using railings, wrought-iron fences, planters, and landscaping; and

(ii) A minimum unobstructed pedestrian path of at least five feet wide shall be provided.

(d) Galleries and arcades.

i. For the Gallery Frontage Type, see Section A.6.A.g., Frontage Type Table.

ii. For the Arcade Frontage Type, see Section A.6.A.h., Frontage Type Table.

iii. See also Section A.7.D, Section Detail Illustration.

iv. The height shall be the same as the height of the first story.

v. The columns shall be located a minimum of two feet from the property line.

vi. Columns shall be spaced as appropriate to complement the architecture of the building.

vii. A cornice or roof extension shall project one foot minimum and two feet maximum from the outer face of the gallery or arcade and shall not overhang the ROW.

viii. Gallery details:

(i) Galleries shall be made of materials that complement the architecture of the building.

(ii) Columns may be round with a maximum diameter of twelve inches.

(iii) The ceiling shall have decking when visible from the sidewalk and shall be metal, wood or a wood-like material.

(iv) A roof deck on top of the gallery at the second story is allowed. Decking for the roof deck shall be made of wood or a wood-like material. Railings shall be made of metal, metal cable, or glass.

ix. Arcade details:

(i) Arcades shall be made of materials that complement the architecture of the building.

(ii) Columns shall be no more than four feet wide and two and one-half feet deep.

f. *Sign standards.* See Section A.2.F.

g. Landscape and waterfront design standards.

(1) Landscape standards.

(a) Open space shall be a minimum of ten percent of the total lot area.

(b) Where a gallery or arcade is not provided, street trees shall be planted. The trees shall be planted two feet inside the property line, aligned with the gallery or arcade columns. Tree wells may encroach into public right-of-way. The spacing shall be similar to the gallery or arcade columns. The species shall be native or Florida-friendly. See Chapter 9, Division 4, Landscaping.

(2) Island Walk.

(a) *Purpose and intent.* The Island Walk is a public access, mixed-use pedestrian promenade along the waterfront that shall feel public, provide visual access to the bay, enhance visual quality, connect to other public areas, and provide venues for public art, historic signage, and environmental education signage. Where practical, retail, restaurants with outdoor dining, boating and fishing activities should be incorporated into waterfront designs. Boat access from the water to the land is encouraged. See also Section A.7.D, Section Detail Illustration

(b) *General requirements*.

i. Every waterfront property shall provide an 18-foot wide Island Walk easement within the 25-foot waterfront setback.

ii. The location of the easement shall be indicated on the site plan for the Special Area Plan Permit approval process and recorded with the Village.

iii. The Island Walk shall be open to the public from sunrise to sunset every day.

iv. Restaurants with outdoor dining, retail, kiosks for food and retail sales are all allowed and encouraged.

v. Access to docks for boats or overwater seating is allowed and encouraged.

vi. The surface shall be a maximum of eight inches below the sea wall cap.

(c) *Design standards for the Island Walk.* The easement shall consist of three zones, which are listed below in order from the landward edge of the sea wall cap and progressing landward towards the private property. See Section A.7.D, Section Detail Illustration.

i. Safety zone. A minimum three-foot wide area adjacent to the sea wall that shall be paved and/or landscaped.

(i) Where railings, walls and/or other barriers are not provided along the water's edge, waterfront users should be warned when coming close to the water with a minimum three-foot wide safety zone consisting of a rough textured surface that discourages walking.

(ii) Paving within the safety zone shall be a type of cobble stone with "river rock," approximately three-quarters to one and one-half inches in diameter, set in concrete leaving a relief of one-quarter to one-half inches or similar aggregate pavers with ADA domes.

(iii) Planting beds shall be a minimum three feet wide with trees planted at grade providing shade to pedestrians. Trees shall be evenly spaced at approximately 20 to 25 feet on center. Low level plantings may be provided at the base of the trees or palms, not to exceed two feet in height. Landscape lighting may be provided to accentuate trees or palms in this area.

(iv) In areas between the planting beds, a minimum three-foot wide uniform exposed aggregate finish such as a river rock or other textured surface shall be provided to warn pedestrians of the water's edge meeting Americans with Disabilities Standards.

(v) Bollard lighting within the textured surface adjacent to the circulation zone shall be installed to provide pedestrian/pathway lighting. Bollards shall be evenly spaced at the same spacing as trees, when present, or approximately 20 to 25 feet on center.

(d) *Circulation zone.* A 12-foot wide minimum unobstructed, linear pedestrian walkway. The maximum width is 19 feet.

i. The circulation zone will typically be located immediately adjacent to the riparian right-of-way. However, it may meander within the 25-foot shoreline setback.

(i) Offsets in the alignment of the walkway are permitted.

(ii) The circulation zone shall align with previously completed portions of the Island Walk on adjacent parcels.

(iii) The passive zone shall follow the path of the circulation zone.

(iv) The safety zone shall follow the edge of the sea wall.

ii. Obstructions to movement (trees, bollards, lighting, etc.) within the circulation zone shall not reduce the clear width of the walkway to less than 12 feet at any point.

iii. The circulation zone shall be constructed of non-slip paving materials with high aesthetic appearance and structural qualities to support emergency vehicle access.

iv. The circulation zone shall feature a distinctive paving pattern throughout the length of the Island Walk. The pattern shall be approved by the Village Manager.

v. The promenade surface shall be at a constant elevation and shall be accessible to handicapped persons throughout the entire length of the

waterfront. Where slopes are required to harmonize with existing conditions, the slope shall be less than 1:20, if possible, so as to avoid handrails.

(e) *Passive zone.* A minimum three-foot wide area located along the inland side of the circulation zone, interspersed with shade trees, low level plantings, site furniture, lighting, accessories, and concessions.

i. Short lengths of the passive zone not to exceed ten feet each may be elevated up to 36 inches above the level of the promenade for plantings, seating, and enhanced bay views.

ii. Benches may have back rests, and their placement shall emphasize direct views of the water.

iii. Site furniture may include overhead canopies, concessions, etc. and shall be confined to this zone. All furniture shall be permanently installed preferably by direct burial in concrete.

iv. Accessories include benches, trash receptacles, drinking fountains, pedestrian scale light poles and landscape lighting. Appropriate additional furniture including overhead canopies or shelters, drinking fountains, etc., shall be confined to the passive zone.

v. The passive zone may be paved in plain concrete or the paver on the main circulation zone.

vi. Where the transition zone has active uses, connections shall be provided between the transition zone and the circulation zone.

(f) *Transition zone.* A maximum seven-foot wide zone that is the balance of the waterfront setback that is not part of the Island Walk easement. Typically, it is located on the landward side of the easement fronting the building, but it may be located between the easement and the water to accommodate active uses such as outdoor seating. A property owner may opt for no transition zone, in which case the width of the Island Walk easement equals the waterfront setback.

i. Active uses are allowed and encouraged, including restaurants, outdoor seating, retail shopfronts, and kiosks/stands for food and retail sales and rental of recreational equipment.

ii. Where the building features active uses, these shall be connected to the Island Walk. They shall not be screened visually, except as required for outdoor dining, preferably by means of planters with hedges or other plant materials.

iii. The entire transition zone may be paved but it is not required to be. The paving should be flush with the Island Walk, pervious and feature a pattern distinct from the circulation zone.

iv. If landscaped, the grade may be flush with the Island walk or elevated.

v. Security to limit public access to private property may be provided by fences, grade changes or retaining walls. All screens and walls shall be landscaped to reduce their visual impact on the walkway.

vi. For adjacent developments that serve the public (i.e., restaurants, shops, hotels, entertainment, etc.) provision of wide, visible, and easy pedestrian access to the waterfront shall be assured.

vii. In general, landscaping and security barriers shall not visually screen the waterfront from adjacent active uses, such as retail restaurants, or entertainment.

(g) Exceptions.

i. The path of the Island Walk, it may be constructed over the water. The overwater version shall follow the same dimensions and include the same zones as described in the design standards for the Island Walk and shall be in addition to the minimum 18 foot width of the upland side of the seawall.

(h) Standards and guidelines for design elements.

i. Landscaping.

(i) Plant material shall be salt-tolerant and primarily native or Florida-friendly.

(ii) Royal Palms or shade trees shall be planted along the safety zone

(iii) Shade trees shall be planted within the passive and transition zones spaced approximately 20 to 25 feet on center.

(iv) Low-level plantings, including shrubs, low shrubs, and groundcovers, should be planted at the base of trees and palms to enhance Island Walk aesthetics and to help buffer the walkway perimeters.

(v) Raised planters, if used, shall be confined to the passive zone, and planter walls shall double as sitting walls, 18 to 24 inches in height.

ii. Lighting.

(i) Lighting at the water's edge shall be confined to bollards, which shall be 24 to 30 inches high and spaced approximately 20 to 25 feet on center.

(ii) Bollards shall be illuminated with 100 watt LED lamps with down illumination not extending beyond the sea wall line.

(iii) Overhead lighting shall be confined to the passive zone and consist of down lighting with lamps not over 14 feet high, 175-watt LED, and spaced approximately 40 to 50 feet on center.

(iv) Uplighting of landscaping shall not be allowed unless the light source is not visible to adjacent residential units.

(v) The color temperature of lamps shall be no more than 2,700K.

(vi) Colored lighting, shall not be used for primary lighting but may be used for signs and accent lighting.

(vii) Simple contemporary fixture design shall be used as opposed to highly stylized, vintage or period designs.

iii. Signage.

(i) All public access waterfront walks shall be marked with a standard Island Walk identification sign, to be specified by the Village.

(ii) All major public access points, including park walkways, roadways, dedicated crossblock passages and public plazas, shall be marked

with a standard Island Walk identification sign, to be specified by the Village.

(i) Adjacent accessible publicly oriented private development, such as cafes or shops, shall identify the use with signage in the transition zone. See shopfront standards in Section A.2.E and signage standards in Section A.2.F.

(ii) Uniformly designed historic or environmental markers and descriptive plaques shall be placed in the passive zone.

(iii) Signage shall identify access points and adjacent activities (cafes, shops, etc.) for boaters.

(3) View corridors.

(a) Purpose and intent. The purpose of a view corridor is to provide visual access to the public from Kennedy Causeway to the water. In addition, it should provide public access to and from the Island Walk in an appealing, Woonerf-type shared space that prioritizes the pedestrian experience over vehicles. The view corridor may serve as the primary pick-up, drop-off and valet zone, and it may provide access to parking, loading and service areas that are screened from view. In the Sunbeam NBV various view corridors shall be provided and visual access will be secured by maintaining a minimum two story high clearance zone through the length of the view corridor.

(b) The width of view corridors in the aggregate shall equal 20 percent of the northern parcel frontage to be provided in various individual corridors each measuring a minimum width of 20 feet as indicated in the table and illustrations in Section A.7.C.

(c) View corridors shall be open at the ground level, of which 50 percent may be landscaped. All non-landscaped areas shall be paved with pervious pavers.

(d) The grade shall not rise more than four feet above the Island Walk.

(e) Landscaping shall be flush with the pavement except that 25 percent of the landscaped area may be in raised planters. The planters shall not be higher than 18 inches above grade and shall be designed to accommodate seating.

(f) To preserve views and foster safety, there shall be minimal vegetation and foliage between three and eight feet above the grade of the Island Walk. This restriction shall not be construed to limit tree trunks and palms.

(g) Curbs, if present, shall be flush.

(h) Vehicular traffic is allowed on no more than 50 percent of the area. Parking is not allowed. Standing vehicles shall not exceed 20 minutes. Turning movements associated with access to loading docks are allowed.

(i) Vehicular traffic shall be controlled with paving patterns, bollards, flush curbs, and low planters. Where bollards are used, the minimum number should be deployed to control vehicular movements.

(j) The ground floor of the building facing the view corridor shall contain habitable spaces that are at least 20 feet deep and shall conform to the architectural standards in Section A.3.A.2.e.

(4) Island Walk public access walkways.

(a) All waterfront properties in the Sunbeam NBV SAP shall provide and maintain a five-foot (minimum) wide public access connection walkway between the Island Walk and Kennedy Causeway.

(b) The Island Walk Access shall be located within the view corridor. Additional paseos or breezeways are encouraged.

(c) The path shall be ADA compliant.

(d) The Island Walk Access shall not be separated or distinguished from the view corridor.

(e) The Island Walk Access shall be open to the public during the hours that the Island Walk is open.

(f) The easement shall be indicated on the submittals for the Special Area Plan Permit approval process and recorded with the Village.

(5) *Waterfront sites.* For additional standards, see Chapter 9, Division 5, Design Standards for Coastal Sites.

h. Ambient standards.

(1) Noise regulations shall be as established in the Village Code of Ordinances.

(2) Average lighting levels measured at the building frontage shall not exceed 20 foot-candles.

(3) Lighting of building and contingent open spaces shall be compatible with street lighting of abutting public spaces. Interior garage lighting fixtures shall not be visible from streets, view corridors or the water.

(4) The lighting fixtures of exposed rooftop parking shall be concealed by a parapet wall and shall not be seen from surrounding streets.

i. Tables and illustrations specific to zones.

(1) For south sector, refer to Section A.7.B.

(2) For north sector, refer to Section A.7.C.

(3) For Section Detail Illustration, refer to Section A.7.D.

(4) For design review criteria table, refer to Section A.7.I.

§ A.4 Definitions.

This Section provides definitions for terms in appendix A, Sunbeam NBV SAP, that are technical in nature or that might not otherwise reflect a common usage of the word. Refer to Chapter 3 for definitions of terms that are pertinent to other chapters of this Code. If a term is not defined in this Section or Chapter 3, the Village Manager or his/her designee shall determine the definition of the term. If there is a conflict between Chapter 3 and this Section, this Section shall take precedence.

A. *Definitions of building function (uses).* See Section A.7.A, Building Function (Uses) and Parking Requirements Table.

1. *Residential.* This category is intended to encompass land use functions predominantly of permanent housing.

Community residence. A "resident," for the purpose of a community residence, may include any persons as defined in the following statutes.

- A disabled adult or frail elder as defined in Section 429.65(8) and (9), Florida Statutes

- A physically disabled or handicapped person as defined in Section 760.22(7), Florida Statutes
- A developmentally disabled person as defined in Section 393.063(12), Florida Statutes
- A child as defined in Section 39.01(12), Florida Statutes

(a) A Dwelling unit of six or fewer residents that meet the definition in Section 419.001, Florida Statutes, for a "community residential home" of such size; or

(b) A dwelling unit licensed to serve clients of the State Department of Children and Families, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents, as defined in Section 419.001, Florida Statutes; or

(c) An adult family-care home as defined in Section 429.65, Florida Statutes, which provides a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis, forno more than five disabled adults or frail elders who are not relatives.

Accessory dwelling unit (ADU). A dwelling unit sharing ownership and utility connections with a primary building and contained on the same lot. An accessory dwelling unit may be attached by a backbuilding or detached from the primary building, and the unit shall not count towards maximum density calculations. Also known as an accessory unit, ancillary unit or ancillary dwelling unit.

Two family-housing. Two dwelling units sharing a detached building, each dwelling unit of which provides a residence for a single housekeeping unit. Also known as a duplex.

Multi-family housing. A building or portion thereof, containing three or more dwelling units where each unit has direct access to the outside or to a common hall. A multi-family structure where dwelling units are available for lease or rent for less than one month shall be considered lodging.

Dormitory. A building used primarily for sleeping accommodations for students or staff related to an educational institution or place of employment.

Home office. A space within a dwelling unit devoted to a non-retail business activity belonging to the resident thereof that is clearly secondary in use to the residence, that does not alter the exterior of the property or affect the residential character of the neighborhood, and that meets all legal requirements of the business.

Live-work. A dwelling unit that contains a commercial or office component which is limited to a maximum 50 percent of the dwelling unit area.

Rowhouse. A rearyard building type. A single-family dwelling with common walls on the side lot lines, the facades forming a continuous frontage line. Rowhouses are the highest density type able to provide private yards. Synonym townhouse, terrace house.

Townhouse. See rowhouse.

2. *Lodging.* This category is intended to encompass land use functions predominantly of sleeping accommodations occupied on a rental basis for limited periods of time. These are measured in terms of lodging units: A lodging unit is a furnished room of a minimum 200 square feet that includes sanitary facilities, and that may include a kitchenette.

Bed and breakfast. A group of lodging units not to exceed ten units that may provide services for dining, meeting, and recreation.

Inn. A group of lodging units not to exceed 25 units that may provide services for dining, meeting and recreation.

Hotel. A group of lodging units exceeding 25 units that may provide services for dining, meeting, and recreation.

3. *Office.* This category is intended to encompass land use functions predominantly related to business, professions, service, or government.

Office. A building or portion thereof used for conducting a business, profession, service, or government. Such facilities may include, but are not limited to, offices of attorneys, engineers, architects, physicians, dentists, accountants, financial institutions, real estate companies, insurance companies, financial planners, or corporate offices, and exclude manufacturing activities.

4. *Commercial.* This category is intended to encompass land use functions of retail, service, entertainment, or recreational establishments and supporting office.

Auto-related commercial establishment. A place of business serving auto-related needs including, but not limited to car rental, car wash, gas station, mechanic offering minor repairs, retail sales such as auto parts, tire store, indoor car sales. Uses not included: Major mechanical work; body work; painting; steam cleaning; welding; outdoor car sales; storage of automobiles not in operating condition; commercial parking lot or commercial garage; or any work involving undue noise, glare, fumes or smoke, all of which are considered auto-related industrial activities.

Entertainment establishment. A place of business serving the amusement and recreational needs of the community. Such facilities may include, but not limited to cinemas, billiard parlors, teen clubs, dance halls, or video arcades. Uses not included: Entertainment establishment, adult.

Entertainment establishment, adult. A place of business that sells, rents, leases, trades, barters, operates on commission or fee, purveys, displays, or offers only to or for adults products, goods of any nature, images, reproductions, activities, opportunities for experiences or encounters, moving or still pictures, entertainment, or amusement distinguished by purpose and emphasis on matters depicting, describing, or relating by any means of communication from one person to another to "specified sexual activities" or "specified anatomical areas" as herein defined. An adult entertainment or adult service establishment is not open to the public generally but only to one or more classes of the public, excluding any person under 18 years of age. It is the intent of this definition that determination as to whether or not a specific establishment or activity falls within the context of regulation in this Code shall be based upon the activity therein conducted or proposed to be conducted as set out above and in these regulations shall not depend upon the name or title of the establishment used or proposed. Thus, the terms "adult bookstore," "adult massage parlor," "adult motion picture theater," "adult private dancing," and "adult escort service" are encompassed within this definition of "adult entertainment or services," but the term "adult entertainment or adult services" is not to be deemed limited by the enunciation of specific activities listed before.

Food service establishment. A place of business dedicated to the preparation and sale of food and beverage for immediate consumption on or off site.

Alcohol service establishment. A place of business selling alcoholic beverages for consumption on the premises, and where the sale of food may be incidental to the sale of such beverages. This includes any establishment in receipt of a valid alcoholic beverage license from the state which permits the sale for consumption on the premises of alcoholic beverages as a use. Alcohol beverage service establishments may include, but are not limited to bars, taverns, cocktail lounges, nightclubs, or supper clubs.

General commercial. A place of business providing the sale and display of goods or sale of services directly to the consumer, with goods available for immediate purchase and removal

from the premises by the purchaser. General commercial goods include, but are not limited to, clothing, food, furniture, pharmaceuticals, books, art objects and the like. General commercial services include, but are not limited to, barber shops; beauty salons; travel agencies; fortune tellers; retail dry cleaning; express delivery service; health spas and fitness studios; photo studios; funeral homes; animal clinics; repair service establishments, employment office; and the like. General commercial services exclude: Auto-related or marine-related establishments; commercial storage facilities, pawn shops, and the like.

Marine-related commercial establishment. A place of business serving marine-related needs, including but not limited to, boat repairs, boat storage, boat servicing, boat rentals; or a place of business provides marine-related retail, including but not limited to, bait and tackle stores, boat sales, and marine supplies stores. Uses not included are; all industrial vessel paint and body work; and industrial major engine work or overhaul, all of which are considered marine-related industrial activities.

Open air retail. A retail sales establishment operated substantially in the open air including, but not limited to farmers market, flea markets, and the like. Uses not included are car sales, equipment sales, boats sales, and home and garden supplies and equipment.

Place of assembly (POA). A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

Recreational establishment. A place of business providing group leisure activities, often requiring equipment and open to the public with or without entry or activity fees. This may include, but is not limited to game courts, skating rinks, bowling alleys, commercial golf facility, gyms or sports rooms.

Self-storage facility. A building or portion thereof segregated into storage cubicles used exclusively for the dead storage of excess property. Such term shall not include the conduct of business activities other than rental of storage units on the premises nor allow outside storage of property.

5. *Civic.* This category is intended to encompass land use functions predominantly of community-oriented purposes or objectives including those of not-for-profit organizations dedicated to arts and culture, education, recreation, religion, government, and the like.

Community facility. A non-commercial facility established primarily for the benefit and service of the general public of the community in which it is located. Such facilities include but are not limited to community centers; community rooms; North Bay Village offices; and cultural facilities, such as libraries and museums.

Recreational facility. A non-commercial facility, primarily an open space, serving the recreation needs of the general public. This may include but is not limited to golf courses, parks, camping facilities, playfields, and playgrounds.

Religious facility. A facility used for regular organized religious worship and related activities.

Regional activity complex. A large facility encompassing at least one principal building with possible accessory structures designed and outfitted as a venue for large assemblies, performances, or events intended to serve as a regional destination. Regional activity complexes shall be located in parcels larger than four acres; shall be equipped to provide permanents seating for more than 4,000 patrons or provide more than 100,000 square feet of exhibition space, and shall provide off-street parking for more than 1,000 vehicles.

6. *Civil Support.* This category is intended to encompass land uses predominantly supportive of other urban uses and functions.

Community support facility. A facility providing basic services, for the benefit and service of the population of the community in which it is located. Such facilities may include but are not limited to police and fire stations, extended care facilities, nursing homes, convalescent homes, continuing care facility, and assisted living facility or adult daycare center as defined by Chapter 429, Florida Statutes.

Infrastructure and utilities. A facility or structure related to the provision of roads, pedestrian bridges, water and sewer lines, electrical, telephone and cable transmission, and all other utilities and communication systems necessary to the functioning of a community.

Major facility. A large facility of an institutional nature including but not limited to hospitals, public health and social service facilities, research facilities, shelters, judicial buildings, jails, detention facilities, work camps, cemeteries, mausoleums, ambulance services, pharmaceutical laboratories, or the like.

Marina. A facility for storage, servicing, fueling, berthing, or securing of boats. The use does not include marine-related industrial activities.

Public parking. A parking facility available to the general public for parking motor vehicles, including parking lots or garages.

Rescue mission. A facility providing personal assistance to individuals in need; such assistance to individuals may include temporary shelter, food services provisions, counseling, instruction, medical services, and other incidental services.

Transit facility. A facility providing accommodations by public, private, or nonprofit entities for the conveyance of persons from one place to another by means of a transportation system, including but not limited to bus terminal, railroad station, freight terminal, airport, helistop or seaport.

7. *Educational.* This category is intended to encompass land use functions connected with providing education, training, or care of children and students of all ages.

Childcare. A facility where six or more children are cared for on a part-time basis by day or by night including after-school care. The term does not include community based residential facilities, family care homes, foster homes, group homes, rehabilitation or detention centers, orphanages, or other places operating primarily for remedial care.

College/university. A facility for post-secondary education that grants associate, bachelor, master or doctoral degrees, and may include research functions or professional schools.

Elementary school. A facility offering instruction at the elementary school level.

Learning center. A facility offering to students training, tutoring or instruction in subjects such as languages, music, fine arts or dance. This may include provision of electronic testing and distance learning.

Middle/high school. A facility offering instruction at the middle or high school level.

Pre-school. A facility offering care and instruction of children who are pre-elementary school age.

Research facility. A facility for research and development that does not involve the use of human testing, animal husbandry, incinerators, heavy equipment, mass manufacturing, fabrication, processing, or sale of products. Any facility involving human testing, animal husbandry, and the use of incinerators shall be considered a major facility.

Special training/vocational. A facility offering instruction or training in trades or occupations such as secretarial, paralegal, business, beauty, barber, bartender, acupuncture,

massage, design, fine arts, music and dance or other similar vocations. This classification excludes training and education in any activity that is not otherwise permitted in the zone.

8. *Industrial.* This category is intended to encompass land use functions connected with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs. Residential uses are not permitted except for live-aboard in commercial marinas, and limited work-live uses.

B. Definitions of terms.

A-frame sign. A type of freestanding, portable sign consisting of two faces connected and hinged at the top and whose message is targeted to pedestrians (also known as a sandwich board sign).

Abandoned sign. A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least six months.

Abutting. To reach or touch; to touch at the end or be contiguous with; join at a border or boundary; terminate on. Abutting properties include properties across a street or alley.

Accessory building. A building separate from and subordinate to the principal building on a lot and used for purposes incidental to those of the principal building. Synonym backyard cottage, garage apartment, granny flat, ancillary apartment.

Accessory dwelling unit (ADU). See accessory dwelling unit, in Section A.4.A.1.

Accessory unit. See accessory dwelling unit.

Address plaque. A small sign mounted to the front or side of a building at the pedestrian level, or dimensional letters mounted above the door, conveying the numerical street address of the building.

Albedo. The ratio of light reflected by a surface.

Allee. A regularly spaced and aligned row of trees usually planted along a street or pedestrian passage.

Alley. A thoroughfare (not officially designated as a street) designated by a recorded plat, deed, or legal instrument, to be a secondary means of vehicular access to the rear or side of properties otherwise abutting a street; an alley may connect to a vehicular driveway located to the rear of lots providing access to outbuildings, service areas and parking, and containing utility easements.

Arcade. An open structure that projects from the front of a building and covers a sidewalk, providing protected access along one or more sides of a building. It is typically a substantial, masonry colonnade with or without arches supporting habitable space above. Compare to gallery.

Arcade frontage. See Section A.6.A, Frontage Types Table. A private frontage conventionally for retail use wherein the facade is a colonnade that overlaps the sidewalk, while the facade at the sidewalk level remains at the frontage line. The covered pedestrian way is within the building and there is habitable space above.

Architectural features. Prominent or significant parts or elements of a building or structure.

Architectural screening. A decorative architectural element which may be incorporated into or applied to a building's facade to provide visual texture or layering; add permeability; regulate light, thermal, and/or sound; and provide privacy control or optical filtering. Screens come in a wide variety of materials, designs, and styles. See also screening.

Average sidewalk elevation. The average of the record profile grade elevation of each of the streets abutting a development, as determined and on file with North Bay Village Works Department.

Awning. A movable roof-like structure, cantilevered or otherwise entirely supported from a building, used to shade or screen windows or doors.

Awning sign. A sign painted on, printed on, or applied to an awning.

Backbuilding. A single-story structure with a maximum width of 12 feet connecting a primary building to an outbuilding.

Balcony. An unenclosed habitable structure cantilevered from a facade or building elevation.

Band sign. See wall sign.

Banner sign. A sign consisting of cloth, bunting, plastic, paper, or similar non-rigid material attached to a structure, staff, pole, rope, wire, or framing which is anchored on two or more edges. Banners are temporary in nature and do not include flags.

Base building line. The officially mapped street lines. Lines so established may fall within the boundaries of lots and shall be used instead of the lot lines adjacent to the streets in determining the layers and setbacks.

Base flood. The 100-year flood, i.e., the flood that is estimated by FEMA to have a one percent chance of occurring in any given year. This is the event that is used by the National Flood Insurance Program (NFIP) for determining flood risk and for emergency planning purposes.

Base flood elevation (BFE). The estimated elevation of the base flood within a particular zone, as listed on the FEMA flood map and periodically updated based on new data and improved technology.

Basement. A story with its finished floor at least 5 feet below the elevation of the Front Yard and the Island Walk. It shall be excluded from FLR calculations.

Bay window. An architectural feature of habitable space with large windows that projects beyond the exterior wall of a building. The exterior walls shall be at least 50 percent glass.

Bed and breakfast. See Section A.4.A.2, Lodging Use.

Bicycle lane. A lane dedicated for bicycle use demarcated by striping or otherwise separated from vehicle lanes.

Bicycle rack space. Parking space for any two-wheel alternative mode of transportation including: Bicycle, scooter, motorcycle, Segway®, etc.

Bicycle route. A thoroughfare designated for shared use of bicycles and automobiles.

Billboard. A sign which directs attention to a business, product, commodity, service, entertainment venue, or facility not located, conducted, sold, or offered upon the premises where such sign is located or which calls public attention to a candidate, cause, or public issue and which may be either freestanding or mounted upon a building.

Block. The aggregate of private lots, passages, rear lanes and alleys, the perimeter of which abuts thoroughfares.

Build-to line. A line established within a given lot indicating where the outer edge of a structure must be located.

Building. Any structure having a solid roof intended for shelter or enclosing of persons, animals, chattels, property, equipment or a process of any kind or nature, excluding freestanding tents, freestanding awnings, and cabanas and screened enclosures.

Building Code. The State of Florida Building Code.

Building configuration. The form of a building, based on its massing, private frontage, and height.

Building height. The vertical extent of a building measured in feet.

Bulkhead (in the context of sea walls). Synonym for sea wall. Definition forthcoming. A vertical wall which separates a body of water from adjacent land.

Bulkhead (in the context of shopfronts). A low wall on a shopfront between the sidewalk grade and the shopfront windows typically between 18 and 30 inches in height.

Canopy. A multi-sided overhead architectural projection supported by attachments to a building on one or more sides and either cantilevered from such building supported by columns at additional points, or freestanding, with or without signage.

Canopy sign. A sign that is part of, or attached to, a canopy.

Cap (in the context of sea walls). A box structure which ties together a seawall at the top.

Civic. Uses held in private or public ownership but functioning for community purposes such as religious, cultural, environmental, or educational uses. See Section A.4.A.5.

Civic building. A building designed specifically for a civic function.

Clearance. The distance above the walkway, or other surface if specified, to the bottom edge of a sign. This term can also refer to a horizontal clear distance between two objects.

Clear window. The glass surface of a window that allows visual permeability without tinting or screening.

Civic Space. An area accessible by the general public, whether open air or conditioned space provided at grade, on an elevated plane, or at any level of a building or structure, improved and arranged generally for community purposes and specifically for Civic, Civil Support or Educational Uses, for purposes of compliance with requirements set forth in Section A.2.G.1.

Code. The NBV 100 Code. May also be referred to herein as this Code.

Commercial. See Section A.4.A.4.

Commercial rental sign. See real estate sign.

Common lawn. A frontage yard type with a deep setback, remaining unfenced and visually continuous with abutting yards, supporting a common landscape that may be densely planted to buffer from high-speed streets. See Section A.6.A, Frontage Types Table.

Community residence. See Section A.4.A.1, Residential Use.

Comprehensive Plan. The North Bay Village adopted Comprehensive Plan.

Configuration. The form of a building based on its massing, private frontage and height.

Construction sign. Nonilluminated sings that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site.

Corner sign. A sign mounted perpendicularly from a building edge along two frontages positioned at an equal degree to both frontages.

Cross-block passage. See passage.

Crown of road. The elevation of the crown of road. Refer to the Department of Public Works.

Density. The number of dwelling units within a standard measure of land area, usually given as units per acre.

District. See form-based district.

Dock. See pier.

Dormitory. See Section A.4.A.1, Residential Use.

Dwelling unit. Residence of a single housekeeping unit.

Easement. A legal instrument, in a form approved by the Village Attorney and recorded in the county and Village records, that allows access through real property of the conveyor.

Eave. The edge of the roof that meets or overhangs the walls of a building.

Ecotone. A region of transition between two biological communities.

Electric vehicle (EV). A vehicle which is powered by an electric motor drawing current from rechargeable storage batteries, fuel cells, or other portable sources of electrical current, and which may include a nonelectrical source of power designed to charge batteries and components thereof.

Elevation, building. An exterior wall of a building not along a frontage line. See facade.

Elevation, floor. Height of floor level.

Electronic message center (EMC) sign. A sign, or portion thereof, that consists of electronically changeable alphanumeric text.

Encroachment. Building element permissible within required setback.

Enfront. To place an element along a frontage, as in "arcades enfront the street."

Entrance, primary. The main point of access for pedestrians into a building. It shall remain open and unobstructed during regular business open.

Entry height. The maximum or minimum vertical dimension from the side-walk level measured from the midpoint of the lot frontage to the entry floor of a building. Garages and outbuildings are exempt from this requirement.

Estate sale sign. A temporary sign advertising a home sale of household goods.

Exception. A permit for a deviation from the uses allowed by this Code requiring a public hearing. See Chapter 4, Section 4.4.

Facade. An exterior wall of a building that is set along a frontage line. All sides of a tower shall be treated as facades. See elevation, building.

Fence. A permeable metal or wooden wall, independent of a building, located along a frontage line.

FEMA. Federal Emergency Management Agency.

Finished grade. The final elevation of the average ground level adjoining a building at all exterior walls after development.

Finished floor level. The top of the structural floor members of the habitable spaces. See also Section A.3.A.2.

Flood insurance rate map (FIRM). Provides information on flood risk including flood zones and BFE.

Flag sign. A sign printed or painted on a cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners. This definition shall include "feather flags" and "flutter flags."

Flood-proofing. Any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures with their contents. Flood-proofing shall be certified by an engineer.

Floorplate. The total indoor and outdoor floor area of any given story of a building measured to the exterior of the wall or balcony.

Floor. See story.

Floor area. The floor area within the inside perimeter of the outside walls of the building including hallways, stairs, closets, thickness of walls, columns and other features, and parking and loading areas, and excluding only interior atria and open-air spaces such as exterior corridors, porches, balconies and roof areas. Also means building or development capacity.

Floor lot ratio (FLR). The multiplier applied to the net lot area that determines the maximum floor area allowed above grade in a given transect zone. The maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

Food service establishment. See Section A.4.A.4, Commercial Use.

For sale sign. See real estate sign.

Forecourt. A three-sided courtyard on the front of a building that opens on one side to a thoroughfare or public right-of-way. Typically, the primary entrance is located in the forecourt. See Section A.6.A, Frontage Types Table.

Form-based code. A code that specifies form of the buildings graphically. Form-based codes generally prescribe building types, frontages, and other characteristics while loosening restrictions on use. They do this by making use of the ability of harmonious urbanism and architecture to overcome objections to mixed-use.

Form-based district. An area composed of transect zones.

Freeboard. Minimum required additional height above the BFE that constitutes a factor of safety required by FEMA, typically at least one foot in A zones and five feet in V zones. (See also Chapter 10, Section 10.2.)

Frontage. The area between a building facade and the vehicular lanes of a thoroughfare or the pavement of a pedestrian passage.

Frontage, building. Synonym for facade.

Frontage, pedestrian. That frontage facing the public space that defines the primary, dedicated, and accessible pathway that runs parallel to the street.

Frontage, primary (principal). That frontage facing the public space such as a thoroughfare of higher pedestrian importance (i.e., traffic volume, number of lanes, etc.).

Frontage, private. The layer between the frontage line and the primary building facade. The structures and landscaping within the private frontage may be held to specific standards regarding the depth of the setback and the combination of architectural elements such as fences, stoops, porches and galleries.

Frontage, public. The area between the curb of the vehicular lanes and the frontage line. Elements of the public frontage include the curb, sidewalk, planter, street tree, streetlight, street furniture, etc.

Frontage, retail. Frontage that intended for retail use.

Frontage, secondary. That frontage facing the public space such as a thoroughfare that is of lesser pedestrian importance (i.e., traffic volume, number of lanes, etc.).

Frontage line. Property line or base building line abutting a public space, such as a plaza or thoroughfare, whether at the front, rear, or side of a lot. Facades parallel to frontage lines define the public realm and are therefore more regulated than the elevations that coincide with other lot lines.

Function. The land use allowed on property according to this Code.

Future crown of road. The highest projected elevation of the crown of road after the thoroughfare has been raised. Refer to the Stormwater Management Plan of the Department of Public Works for data.

Gallery. An open structure that projects from the front of a building and covers a sidewalk, providing protected access along one or more sides of a building. It is typically a light, metal colonnade with no habitable space above. See Gallery Frontage Type in Section A.6.A, Frontage Types Table. Compare to arcade.

Gallery frontage. See Section A.6.A, Frontage Types Table.

Green space. An open space outdoors, at grade, unroofed, landscaped and free of impervious surfaces.

Green wall. Refer to Chapter 3 and Chapter 9, Division 4, Landscaping. Green walls are also referred to as living or vegetated walls. See also screening.

Ground floor. Synonym for first story.

Ground sign. A freestanding single or double-faced sign that is placed on or anchored in the ground.

Habitable rooms. Rooms designed and used for living, sleeping, eating, cooking, or working or combinations thereof. Bathrooms, toilet compartments, closets, halls, storage rooms, laundry and utility spaces, basement recreation rooms, and similar areas are not considered habitable rooms.

Habitable space. Building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Hanging sign. A single or double-sided sign suspended from the underside of a canopy, awning, or structure contained wholly underneath the overhead structure.

Height. See building height.

Home office. See Section A.4.A.1, Residential Use.

Hotel. See Section A.4.A.2, Lodging Use.

Inn. See Section A.4.A.2, Lodging Use.

Intensity. The magnitude of development measured by floor lot ratio permitted in the restricted, limited and open categories of a transect zone.

Island Walk. The public shoreline walkway in North Bay Village, formerly known as the Baywalk.

Kiosk. A booth, stand, or similar structure situated outdoors or affixed to the exterior of another structure at which goods or services are marketed. It does not include a structure serving the same purpose which is located within a primary structure, such as a hotel, retail establishment, restaurant, or the like.

Kitchen. A room or area inside a building fully equipped with all the standard cooking appliances including: A sink, stovetop, oven, and refrigerator.

Kitchenette. A room or area inside a building partially equipped with standard cooking appliances, including: A sink, stovetop, and refrigerator, but excluding an oven.

Layer. An area of a lot which comprises a strip of land parallel to a frontage line within which certain elements are allowed or disallowed, as regulated in this Code. A layer is typically specified as being the first, second, or third layer. See Section A.6.B, Definitions Illustrated Table.

Layer, first. The layer between the base building line and the required setback including the private frontage. It is the most visible from the thoroughfare. See Section A.6.B, Definitions Illustrated Table.

Layer, second. The layer behind the first layer starting at the setback which includes that portion of the building which enfronts the thoroughfare. See Section A.6.B, Definitions Illustrated Table.

Layer, third. The layer beyond the first and second layers towards the rear of the lot. It is the least visible from the thoroughfare. See Section A.6.B, Definitions Illustrated Table.

Letter height. The height of a letter from its bottom to its top, including any shadow lines which are constructed as part of the sign.

Level. Synonym for story.

Liner. A building or part of a building with habitable space specifically designed to enfront a public space, masking a function that lacks the capacity to monitor public space, such as a parking lot, parking garage or storage facility.

Livability. See Section A.1.B.2.a.

Live-work. See Section A.4.A.1, Residential Uses.

Living sea wall. Concrete modules that are attached to existing seawalls that mimic natural shapes, which help to disperse wave action, create marine habitat, and increase biodiversity.

Living shoreline. A protected and stabilized shoreline that is made of natural materials such as plants, sand, or rock.

Living wall. See green wall.

Loading berth. See loading space.

Loading space. An area in which goods and products are moved on and off a vehicle, including the stall or berth and the apron or maneuvering room incidental thereto.

Lot. A lot is any individual lot, tract or parcel of land, intended as a single building site or unit, having an assigned number or numbers, letter or letters, or other name through which it may be identified for development purposes. A lot may also be any combination of lots, tracts, parcels or other areas of land established by acceptable legal joinder, delineated by a closed boundary and assigned a number, letter or other name through which it may be identified, intended as a single unit for development purposes.

Lot area. Lot area shall be the area within the lot property lines, excluding any portions of street rights-of-way or other required dedications; see Net Lot Area.

Lot, corner. A lot or parcel of land abutting two or more thoroughfares at their Intersection , or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Lot coverage. The area of the lot occupied by all buildings, excluding structures such as decks, pools, and trellises.

Lot, interior. A lot abutting only one thoroughfare.

Lot line. The boundary that legally and geometrically demarcates a lot.

Lot width. The length of the narrowest dimension frontage line of a lot.

Marquee. A permanent roof-like structure supported by a wall of a structure but having no relationship to the roof structure, generally designed and constructed for protection against weather.

Marquee sign. A sign attached to a marquee.

Master plan. A plan for a locality, embracing both the spheres of physical development and policy. A master plan is generally accepted by a legislative body but is not in itself a regulatory document.

Mezzanine. An intermediate, partial floor that projects between main floors of a building and it is counted among the overall floors of a building.

Mean sea level (MSL). Average sea level, commonly referred to as sea level.

Micro unit. A small studio apartment, less than 400 square feet with a fully functioning and accessibility compliant kitchen and bathroom.

Multi-family housing. See Section A.4.A.1, Residential Use.

Mixed-use. Multiple functions within the same building or within the same area through superimposition or adjacency.

Mural. Artwork applied to the wall of a building, which covers all or most of the wall. Where a mural contains a commercial message, it shall be considered a wall sign.

NBV100. Master Plan for North Bay Village.

Net Lot Area. The area within the lot property lines, excluding any portions of street rights-of-way or other required dedications; see Lot Area.

Nonconforming sign. Any sign that has a valid permit and was erected prior to the effective date of the Code or any subsequent amendment hereto, to the provisions of which the sign does not conform.

Open house/model home sign. See real estate sign.

Open space. Any parcel or area of land or water essentially unimproved by permanent buildings and mostly open to the sky; such space shall be reserved for public or private use. Open spaces may include parks, greens, squares, courtyards, gardens, playgrounds, paseos (when designed predominantly for pedestrians), and pedestrian paths or associated landscaped areas. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation.

Outbuilding. A building usually located towards the rear of the same lot as a primary building. It is sometimes connected to the primary building by a backbuilding.

Parking area. Any area designed and used for parking motor vehicles including parking lots and garages, driveways, garages serving residential uses, and thoroughfares.

Parking garage or *parking structure.* A structure containing vehicular parking, including mechanical parking systems.

Parking, off-site. Spaces provided for vehicles and located outside of the boundaries of the lots to be served.

Parking, off-street. Any land area designed and used for parking motor vehicles including parking lots and garages, driveways and garages serving residential uses, but excluding areas of thoroughfares.

Parking, shared. The policy wherein day/night and weekday/weekend schedules allow the parking to be shared by more than one use or building.

Parking, tandem. The placement of vehicles one behind the other as opposed to side by side.

Paseo. See passage.

Passage. A pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long blocks and connect rear parking areas to frontages. They are public open spaces restricted to pedestrian use that also connect thoroughfares and other public use spaces.

Pedestal. In T6 zones, that portion of a building up to and including the seventh story or 100 feet. Also known as podium.

Pedestrian passage. See passage.

Pervious pavement system. A porous surface system with a stabilized base that allows water from precipitation and other sources to pass directly through, thereby reducing the runoff from a site, allowing groundwater recharge, and naturally cooling the surface through evaporation of water from pavement voids or from beneath.

Pier. A platform extending from shore over water used to secure and protect vessels or allow pedestrian access to extend over water.

Planter. The element of the public streetscape which accommodates street trees. Planters may be continuous or individual and separated.

Place of assembly (POA). A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

Plaza. An open space or frontage type available for civic purposes and programmed activities. A plaza shall be spatially defined by building frontages and may include street frontages. Its landscape shall consist primarily of pavement and trees. Plazas shall be located at the Intersection of important thoroughfares.

Political sign. A sign advertising a candidate, political party, or position in connection with a local, state, or national election.

Porch. An open-air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Porch and fence frontage. See Section A.6.A, Frontage Types Table.

Primary building. A structure used to enclose or house the primary use(s) located on a lot; or the main building on a lot, usually located toward the front.

Primary dwelling unit. See single-family residence.

Primary frontage line. A line established within a given lot indicating where the front facade of a structure must be located. (Also build-to line.)

Principal. Synonym for primary.

Projecting sign. A building-mounted, double-sided sign which is mounted perpendicular to a building's facade.

Promenade. A controlled pedestrian sequence designed to be aesthetic, as opposed to an itinerary, which is a controlled sequence without such ambition. A promenade is usually a sequence within a park, sometimes along a waterfront.

Property line. Demarcation of private property ownership.

Prosperity. See Section A.1.B.2.c.

Public parking. See Section A.4.A.6., Civil Support Use.

PZB. The Planning and Zoning Board of North Bay Village.

Real estate sign. A sign depicting sale or lease of a property on the premises of the property being advertised.

Recreational watercraft. A vessel or craft designed and licensed to move across or through water, designed and outfitted exclusively for recreational use.

Regulating Plan. The Form-Based Districts Regulating Plan of North Bay Village. See Section A.1.D, Form-Based District Regulating Plan and Appendix A.

Rental. See real estate sign.

Residential use. See Section A.4.A.1.

Residential construction sign. See construction sign.

Resiliency. The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

Retail. A business providing the sale and display of goods or sale of services directly to the consumer. Retail goods include: Clothing, food, furniture, pharmaceuticals, books, used goods, and works of art. General retail services include, but are not limited to: Barber shops, beauty salons, travel agencies, retail banking, real estate agents, retail dry cleaning, laundromats, photo studios, and repair services establishments for small domestic products.

Retail frontage line. Frontage lines designated on a special area plan that require the ground level to be available for retail use.

Right-of-way, public. That land held in trust by the Village between the base building lines, including the sidewalk, swale and parkway area, and the roadway, street and highway.

Rip rap. Loose stone used to form a foundation for a breakwater or other structure.

ROW. Right-of-way.

Rules of construction. A legal term referring to rules for how the code language is written and how it is to be interpreted. This term should not be confused with the Building Code.

Scale. The spatial relationship among structures along a street or block front, including height, bulk and yard relationships. Scale also refers to the proportional relationship of the size of parts to one another and to the human figure.

Screening. Visually shielding or obscuring one structure or use from another or from a thoroughfare by a liner building, fencing, wall, or densely planted vegetation. See also architectural screening.

Sea level rise (SLR). The average long-term global rise of the ocean surface measured from the center of the earth, as derived from satellite observation.

Sea wall. A wall or embankment made up of a bulkhead and cap erected to prevent the sea from encroaching on or eroding an area of land. See bulkhead.

Setback. The distance from the base building line to the point where a building may be constructed. This area must be maintained clear of permanent structures with the exception of encroachments described in each transect zone.

SF. Square foot.

Shared parking standards. An accounting for parking spaces that are available to more than one function.

Shared use path. A form of infrastructure that supports multiple recreation and transportation opportunities. Users but are not limited to: Bicyclists, in-line skaters, wheelchair users, and pedestrians.

Shopfront. The ground floor facade of a commercial building visible from a street, sidewalk, parking area, or other public way, comprising an entrance to an establishment and display windows. See Section A.2.E, Shopfront Standards.

Shopfront frontage. See Section A.6.A, Frontage Types Table.

Sidewalk. The paved layer of the public frontage dedicated exclusively to pedestrian activity.

Sign. Any writing, symbol, figure, representation, logo, emblem, flag, banner, device, letter, word, street clock or temperature announcement, which shall include any announcement, declaration, demonstration, display, illustration, name identification, description or insignia, which is used to advertise or promote the interest of any person or firm when such representation is placed in view of the general public.

Sign band. A horizontal component of a shopfront to accommodate band signs located above transom and shopfront windows and below the transition band.

Sign area. The area of a sign shall mean the area of all lettering, wording, accompanying designs, logos, and symbols, together with the background on which they are displayed, whether open or enclosed. The area of a sign shall not include any supporting framework, bracing, or trim which is incidental to the display, provided that it does not contain any lettering, wording, or symbols. Where the sign consists of individual letters, designs, or symbols attached to a building, awning/canopy, wall, window, or freestanding structure, the area shall be that of the smallest rectangle which encompasses all of the letters, designs, and symbols.

Sign copy. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.

Special Area Plan Permit. The permit process for the implementation of phases within the Sunbeam NBV SAP district granted administratively. See Section A.1.H.

Snipe sign. A sign attached to a tree, pole, stake, fence, public bench, streetlight, or other object, placed on public property, in the public right-of-way or on private property without the permission of the property owner (also known as a bandit sign).

Square. An open space available for unstructured recreation programs and civic purposes. A square is spatially defined by building frontages with streets on at least one frontage. Its landscape shall consist of pavement, lawns, and trees formally disposed. Squares shall be located at the Intersection of important thoroughfares.

Stepback. A recess in the mass of a building above a specified elevation or level. It is measured horizontally from the exterior face of the building below (not from the property line or setback) to the exterior face above.

Stoop. A small, uncovered, exterior stair, most often with a landing, that connects a building entrance to the sidewalk. There may be a ramp in addition to or in place of the stair.

Stoop frontage. See Section A.6.A, Frontage Types Table.

Storefront. Synonym for shopfront.

Story. That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it by which height is measured. Synonymous with floor and level.

Streetscape. The urban element that establishes the major part of the public realm. The streetscape is composed of thoroughfares (travel lanes for vehicles and bicycles, parking lanes for cars, and Sidewalks or paths for pedestrians) as well as the amenities of the public frontages (street trees and plantings, benches, streetlights, paving, street furniture, etc.), and the visible private frontages (building facades and building elevations, porches, yards, fences, etc.).

Streetedge. A masking structure stretching along the frontage line or co-planar with the facade, designed to remedy a gap of spatial definition or to mask parking. A streetedge shall consist of one or a combination of the following: A solid masonry streetwall (streetscreen), matching the finish of the primary building; a fence not less than 50 percent opaque; or a dense hedge.

Streetscreen. A freestanding wall required in certain transect zones built along the frontage line, or coplanar with the facade, often for the purpose of masking a parking lot from the thoroughfare.

Structure. A structure is anything constructed or erected, the use of which requires fixed location on the ground or attachment to something having fixed location on the ground or on or below the surface of the ground or water.

Sub-Urban Zone or *T3 Zone.* See transect zone (T-Zone). (Reserved)

Terrace. An elevated, uncovered patio along the front of a building, larger than a stoop or stair landing.

Terrace frontage. See Section A.6.A, Frontage Types Table.

Thoroughfare. A vehicular way incorporating moving lanes and parking lanes within a right-of-way as part of an interconnected network for vehicular, pedestrian, and bicycle mobility.

Tower. In T6 Zones that portion of a building that extends above the pedestal.

Tower, waterview. A habitable portion of a building at or above the maximum building height that is intended for views of the water, and which may be used for access to the roof.

Transect. A system of ordering human habitats in a range from the most natural to the most urban. Transect zones describe the physical character of place at any scale, according to the density and intensity of land use and urbanism.

Transect zone (T-Zone). The identification of areas of varying density whose character is determined by the requirements for use, height, setback and the form of building and the form of the enfronting public streetscape. The elements are determined by their location on the transect scale. Transect zones include T1 Natural, T2 Rural, T3 Sub-Urban, T4 Urban General, T5 Urban Center, and T6 Urban Core, CS Civic Space, CI Civic Institutional. T3 through T6 Zones may be subcategorized as Restricted (R), Limited (L), and Open (O).

Transition line. A horizontal line spanning the full width of a facade, expressed by a material change or by a continuous horizontal articulation such as a cornice or a balcony.

Trellis. A lattice-pattern frame supporting climbing plants, usually made of wood. A trellis may arch to form a tunnel, be straight as a pergola, or be a screen affixed to a wall.

Two-family residence. See Section A.4.A.1, Residential Use.

Type. A category determined by function, disposition, and configuration, including size or extent, such as thoroughfare types, civic space types, etc.

Understory. The uninhabited ground level of a building designed to allow flood waters to pass through.

Use. The purpose or activity for which land, water or buildings are designed, arranged, or intended, or for which land or buildings are occupied or maintained.

Variance. A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the building, structure, or property, which, because of unusual or unique circumstances, is denied by the provisions of this Code.

Verge. The green space between the sidewalk and the curb in the public right-of-way.

Vessel. Any watercraft, power-driven or not, mobile or stationary, surface, subsurface or hydrofoil, including but not limited to ships, boats, houseboats, air boats, and sea planes, but excluding floating structures.

Vessel, commercial. A vessel built, altered, or used for the primary purpose of engaging in water-related commercial activity, including but not limited to charter boats, fishing boats, cruise ships, and freighters.

Vessel, private pleasure craft. A vessel which is privately owned or leased primarily for recreational purposes. Private pleasure craft do not include commercial, official, or scientific vessels. For regulatory purposes, private pleasure craft are divided into two classes. Minor: Under 16 feet in length; major: 16 feet and over in length. Private pleasure craft may or may not contain facilities qualifying them residential use. Where they do contain such facilities, use within the Village limits shall be governed as provided in this Code and other applicable regulations.

Vestibule. A passage, hall, or room between the outer door and the interior of a building.

View corridor. A portion of a lot that allows views of the water from a public thoroughfare. No parking or above-ground structures are allowed within a clearance of two stories. Landscaping must not completely obstruct the view.

Village. North Bay Village.

Village center. Typically comprised of a cohesive mix of residential, civic, religious, commercial, and mixed-use buildings, arranged along a main street and intersecting streets that are within walking distance for residents who live within and surrounding the core.

Village Code. The Code of Ordinances of North Bay Village.

Waiver. Permits for a minor deviation from the Code, other than for use, granted administratively. See Section 15.1.H.

Wall sign. A sign erected against or painted on the wall of any building, displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window, or door.

Warning/instructional sign. An on-premises sign regulating the use of the premises, such as a "no trespassing," "no-hunting," or "no soliciting" sign.

Warrant. A minor use exception granted administratively. See Section 15.1.H.

Wayfinding sign. A sign or series of signs directing from point to point or confirming progress along a route to a destination.

Window sign. A sign that is applied, painted, or affixed to a window, or placed inside a window, within three feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material without lettering behind a store window are not considered signs.

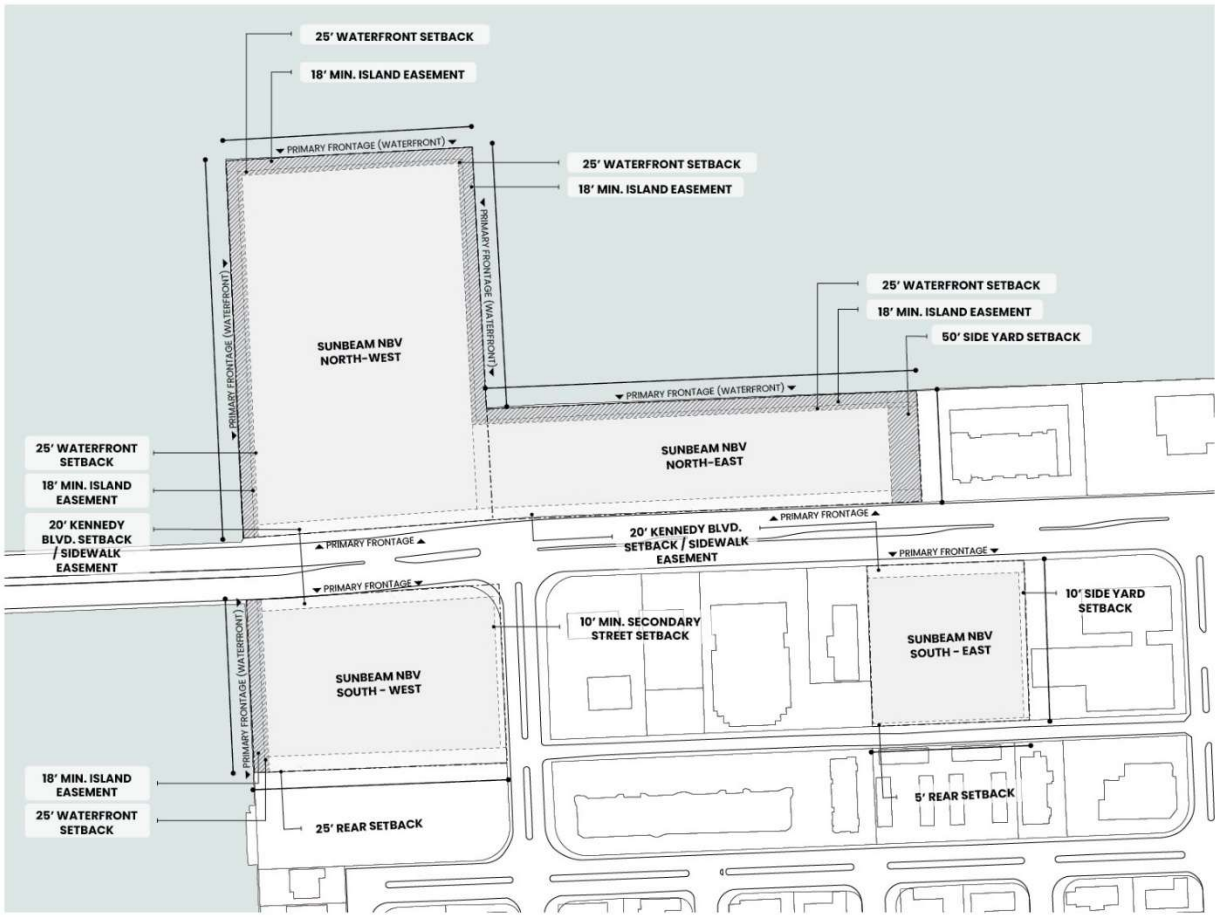
Work-live. A mixed-use unit that contains a commercial, office, or light industrial component. The work component exceeds 50 percent of the dwelling unit area.

Yard sale sign. See garage sale sign.

Yard sign. A freestanding sign placed along a property frontage.

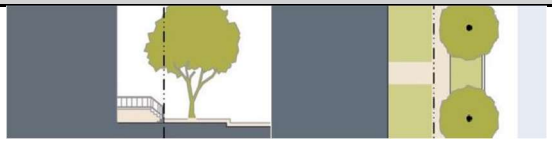
§ A.5 Form-Based Districts Regulating Plan.

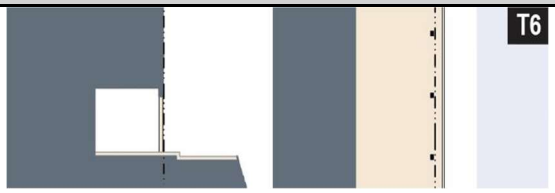
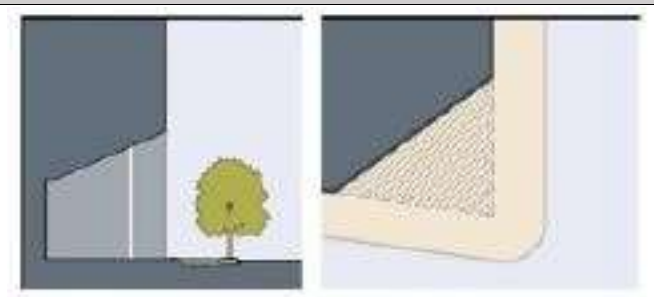
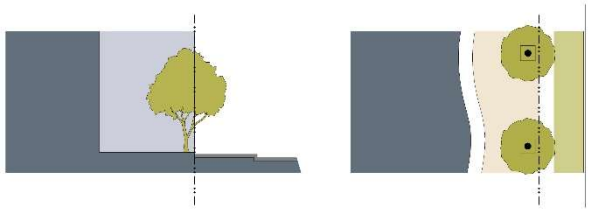
The official Sunbeam NBV SAP Form-Based District Regulating Plan (a.k.a., Sunbeam Regulating Plan) is maintained in the Office of the Village Clerk. Refer to Section A.1 for General Provisions. The Sunbeam NBV SAP form-based district indicated on the Sunbeam Regulating Plan supersedes zoning districts and overlay districts on the North Bay Village Zoning Map.



2. Sunbeam NBV SAP Site Plan

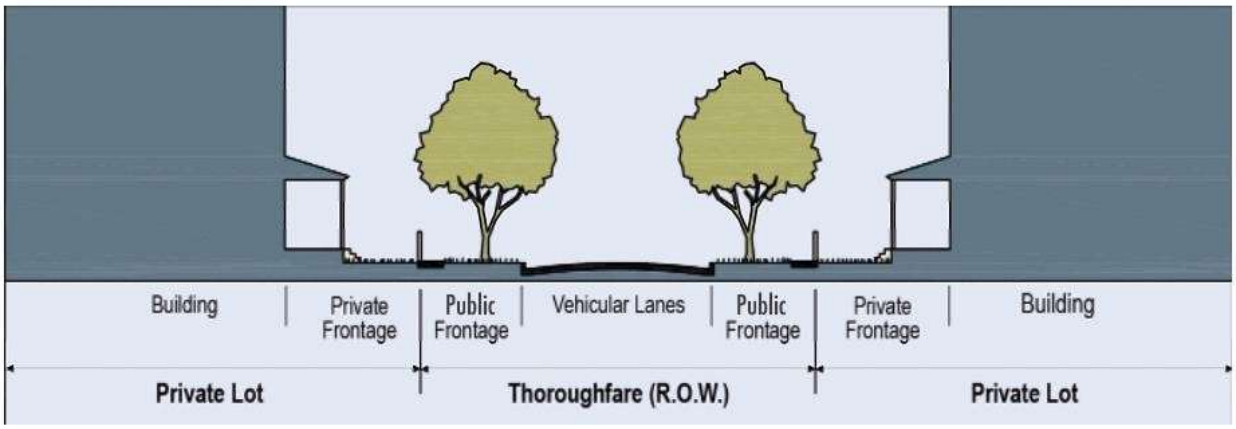
§ A.6.A Frontage Types Table

	SECTION / PLAN
	SECTION: LOT PRIVATE ► Frontage | R.O.W. ◄ PUBLIC Frontage PLAN: LOT PRIVATE ► Frontage | R.O.W. ◄ PUBLIC Frontage
a. Common Lawn. (Reserved)	
A frontage wherein the facade is set back substantially from the frontage line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. The setback can be densely landscaped to buffer from higher speed thoroughfares.	
b. Porch and Fence. (Reserved)	
A frontage wherein the facade is set back from the frontage line with an attached porch permitted to encroach. A fence at the frontage line maintains the demarcation of the yard while not blocking view into the front yard.	
c. Terrace.	
A frontage wherein the facade is set back from the frontage line by an elevated terrace. This type buffers residential use from urban sidewalks and removes the private yard from public encroachment. The raised terrace is suitable for outdoor cafes.	
d. Forecourt.	
A frontage wherein a portion of the facade is close to the frontage line with a portion set back. The forecourt with a large tree offers visual and environment variety to the urban streetscape.	
e. Stoop.	
A frontage wherein the facade is aligned close to the frontage line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor residential use.	
f. Shopfront.	
A frontage wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade. This type is conventional for retail use. It has substantial glazing at the sidewalk level and an awning that may overhang the sidewalk.	
g. Gallery.	

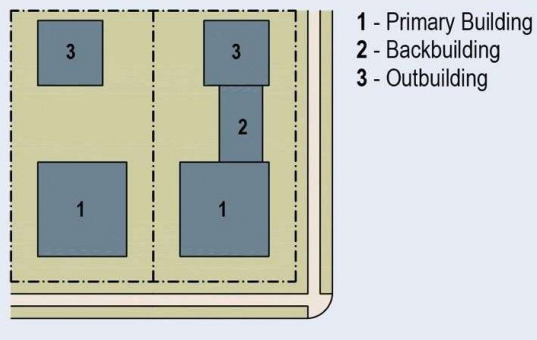
A frontage wherein the facade is aligned at the frontage line with an attached lightweight colonnade overlapping a sidewalk. This type is conventional for retail use. The gallery shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.	
h. Arcade.	
A frontage wherein the facade is aligned at the frontage line with an open colonnade overlapping the sidewalk. Habitable space is found above the entirety of the arcade for floors two through five. This type is conventional for retail use. The arcade shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.	
i. Cantilever.	
A Frontage where a portion of the Façade cantilevers beyond the first floor building line including but not limited to an improved public or private outdoor area covered by a structure and open to a Thoroughfare on a minimum of one (1) side. The area below a Cantilever may be an extension of a Civic Space Type or Open Space and may project beyond the Frontage Line.	
j. Plaza.	
A frontage where the facade is setback from the frontage line and the area between the façade and the frontage line is Open Space or Civic Space. Plazas may be landscaped or hardscaped.	

§ A.6.B Definitions Illustrated Table.

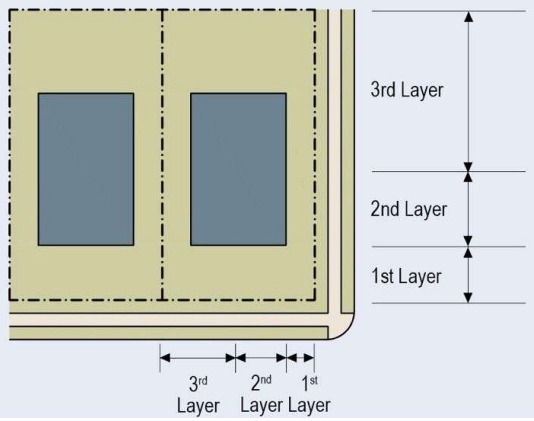
a. Thoroughfare and Frontages.



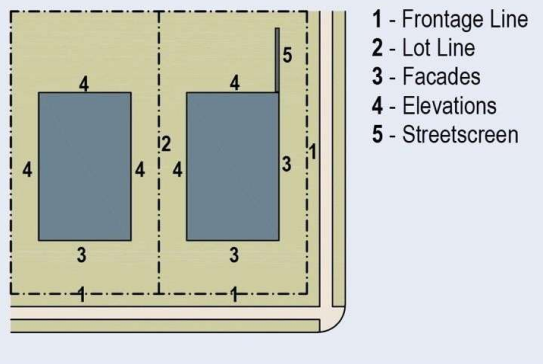
b. Building Disposition



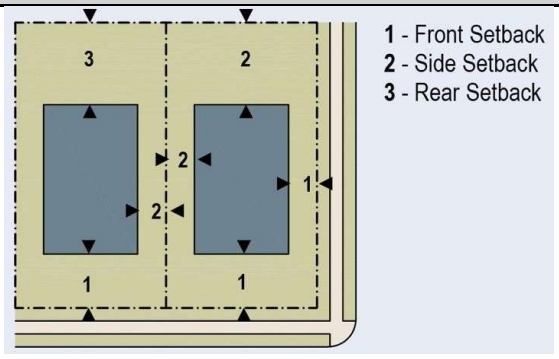
c. Lot Layers.



d. Frontage & Lot Lines.

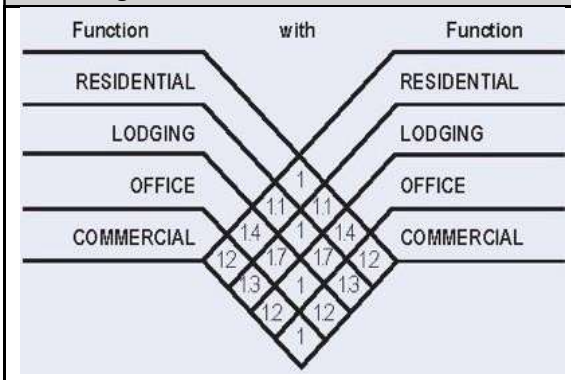


e. Setback Designations.



§ A.6.C Shared Parking Standards Table.

a. Sharing Factor.



The Shared Parking Standards Table provides the method for calculating shared parking for buildings with more than one use type. It refers to the parking requirements that appear in Section A.7.A.

The parking required for any two functions on a lot is calculated by dividing the number of spaces required by the lesser of the two uses by the appropriate factor from this table and adding the result to the greater use parking requirement.

For instance: For a building with a residential use requiring 100 spaces and a commercial use requiring 20 spaces, the 20 spaces divided by the sharing factor of 1.2 would reduce the total requirement to 100 plus 16 spaces. For uses not indicated in this chart on a mixed-use lot a sharing factor of 1.1 shall be allowed. Additional sharing is allowed by warrant.

At such time as public transportation such as train, light rail or ferry but not including bus service, is provided, parking requirements may be reduced by thirty (30%) percent pursuant to Section A.7.A.a.

§ A.6.D Loading Berth Standards Table.

USE			NOTES
a. Residential[1]	**From 25,000 sf to 500,000 sf**		**Berth Types** Residential: 240 sf = 10 ft x 20 ft (12 ft high) Commercial: 420 sf = 12 ft x 35 ft (15 ft high) Industrial: 660 sf = 12 ft x 55 ft (15 ft high) [1] Residential loading berths shall be set back a distance equal to their length.
	Berth Size	**Loading Berths**	
	420 sf	1 per first 100 units	
	240 sf	1 per each additional 100 units or fraction of 100	
	Greater than 500,000 sf		
	Berth Size	**Loading Berths**	
	660 sf	1 per first 100 units	
	240 sf	1 per each additional 100 units or fraction of 100	
b. Lodging	**From 25,000 sf to 500,000 sf**		
	Berth Size	**Loading Berths**	
	420 sf	1 per first 300 rooms	
	240 sf	1 per 100 rooms	
	Greater than 500,000 sf		
	Berth Size	**Loading Berths**	
	660 sf	1 per first 300 rooms	
	240 sf	1 per 100 rooms	

<table>
<tr><td rowspan="8">c. Office,

Commercial,[2]
Industrial[3]</td><td colspan="3">From 25,000 sf to 500,000 sf</td><td rowspan="8">[2] 1 commercial berth may be substituted by 2 residential berths

[3] 1 industrial berth may be substituted by 2 commercial berths.

A required industrial or commercial loading berth may be substituted by a commercial or residential loading berth by waiver if the size, character, and operation of the use is found to not require the dimensions specified and the required loading berth dimension could not otherwise be provided according to the regulations of this Code.</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>420 sf</td><td>1st</td><td>25K sf—50K sf</td></tr>
<tr><td>420 sf</td><td>2nd</td><td>50K sf—100K sf</td></tr>
<tr><td>420 sf</td><td>3rd</td><td>100K sf—250K sf</td></tr>
<tr><td>420 sf</td><td>4th</td><td>250K sf—500K sf</td></tr>
<tr><td colspan="3">Greater than 500,000 sf</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>660 sf</td><td>1 per</td><td>500K sf</td></tr>
</table>

KEY:
sf = square feet
K = 1,000

§ A.6.E Sign Restrictions Table.

Sign Type*	Period	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)
a. A-Frame	B	1 per tenant	9 sf. each side	n/a
b. Awning	O	1 sloping plane, plus 1 valence per awning	75% of sloping plane; 75% area of awning valence	16 in. on sloping plane; 8 in. on valence
c. Band Sign (Syn. Wall sign)	O	1 per frontage	3 sf. per linear ft.	16 in. on sloping plane; 8 in. on valence
d. Banner	T	1 per event	Per NBV	Per NBV

e. Canopy	P	1 per canopy	2 sf. per linear foot of shopfront	Copy height (max.)
f. Commercial Construction	T	1 per construction site	32 ft.	n/a
g. Corner	P	1 per building	40 sf.	16 in. on sloping plane; 8 in. on valence
h. For Sale	T	1 per lot	3 sf. each side, 60 in. above grade	Per NBV
i. Ground	P	1 per frontage	36 sf. each side	Copy height (max.)
j. Hanging	P	1 per tenant	6 sf. each side	n/a
k. Marquee	P	1 per entry	n/a	16 in. on sloping plane; 8 in. on valence
l. Mural**	P	1 per frontage	n/a	per NBV
m. Projecting	P	1 per tenant	6 sf. each side	Copy height (max.)
n. Open House Estate Sale Model Home	T	1 per lot	3 sf. each side, 30 in. above grade	n/a
o. Window	O	1 per window	25% of glazed area	Per NBV
p. Yard	T	1 per 50 feet of frontage	6 sf. each side	Copy height (max.)

KEY:

P—Permanent; signs do not require removal.

O—Occupancy; signs must be removed within seven days of the end of tenant occupancy. B—

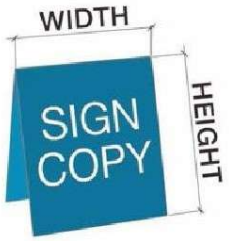
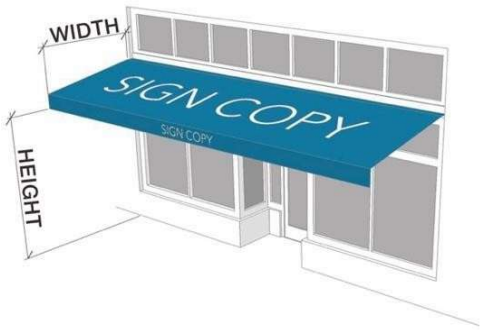
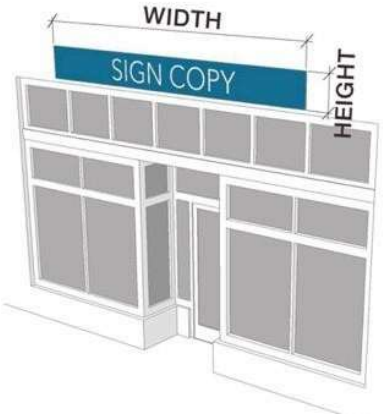
Business; signs must be removed when the business is closed.

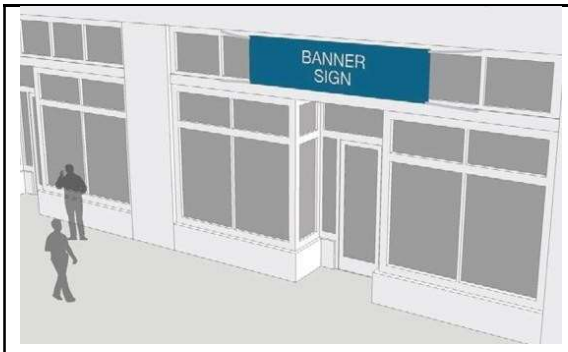
T—Temporary; signs must be removed within the time period specified by sign type. Per NBV—Parameter to be determined admiratively. See also Section 11.7.

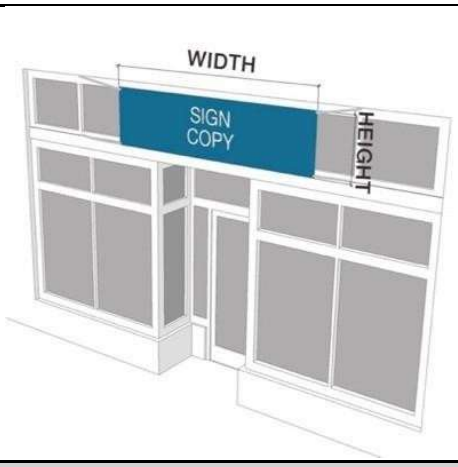
* Note: See Section A.4.B, Definitions of Terms, and Section A.6.F, Sign Types Illustrated Table.

** Murals—In keeping with the character of the Village, it is suggested that murals be limited to themes depicting nature or the natural environment.

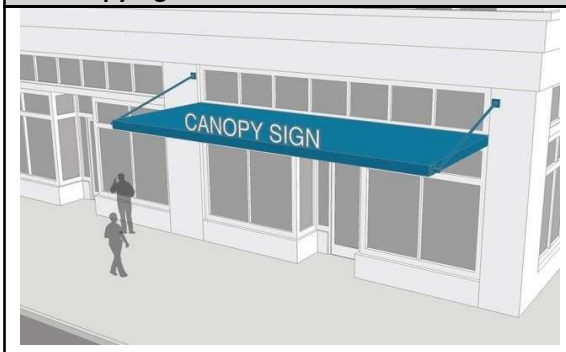
§ A.6.F Sign Types Illustrated Table.

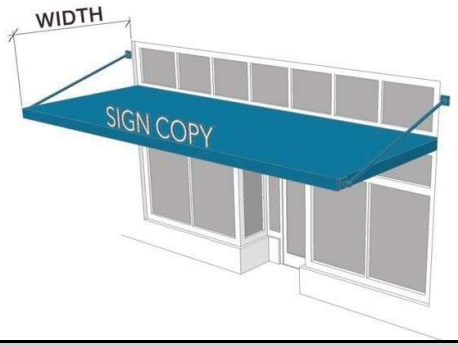
a. A-Frame Sign.	
	
b. Awning Sign.	
	
c. Band Sign (Syn. Wall Sign).	
	
d. Banner Sign.	





e. Canopy Sign.





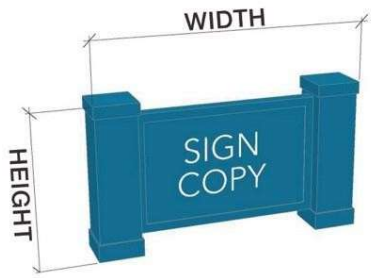
f. Corner Sign.





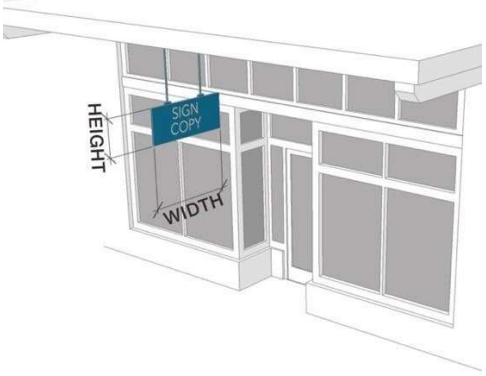
g. Ground Sign.





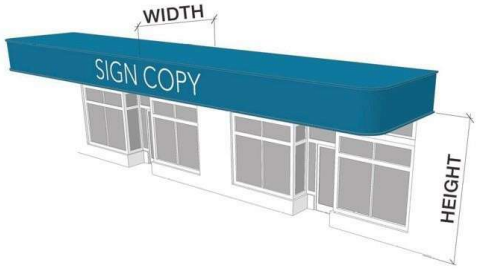
h. Hanging Sign.





i. Marquee Sign.



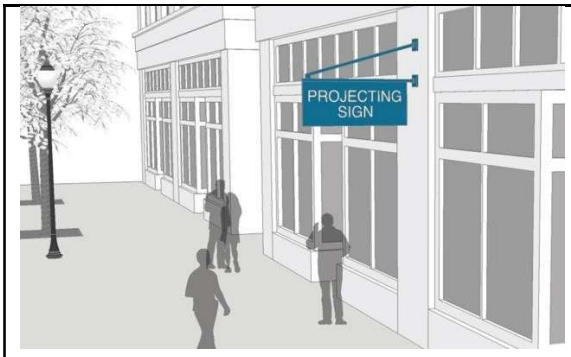


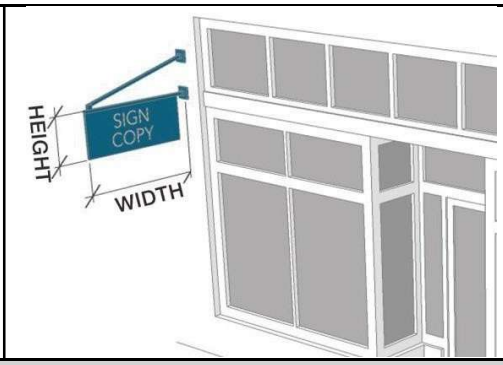
j. Mural Sign.





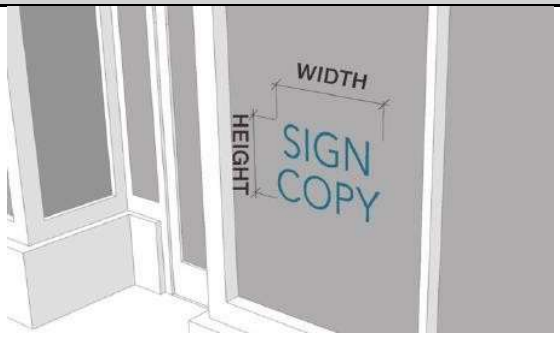
k. Projecting Sign.



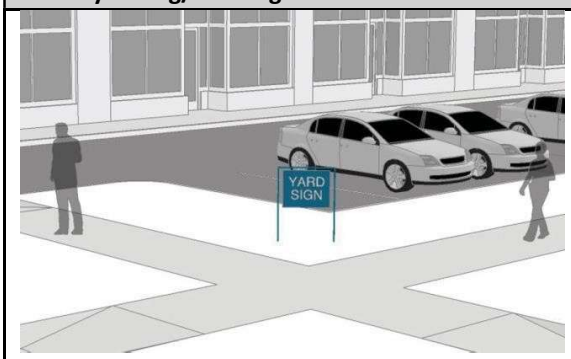


l. Window Sign.





m. Wayfinding/Yard Sign.





§ A.7.A Building Function (Uses) and Parking Requirements Table.

USE		PARKING REQUIREMENTS
a. Common to all uses listed below.		
		In addition to specific parking requirements described below, all uses listed in this table are subject to the following requirements and provisions, unless noted otherwise: • Electric vehicle (EV) charging stations (220V) per Sec. 8.23. • Bicycle parking and storage per Sec. 8.24. • On-street parking along any frontage shall be counted towards the overall parking requirement. • Parking may be provided by ownership or lease offsite within 1,000 feet. if the distance is found to be reasonable by the Village Commission, per Section 9.3.D. • Parking requirement may be reduced according to the Shared Parking Standards, Section A.6.C and Section A.6.D. • Parking ratio may be reduced by 30 percent due to proximity to a transit corridor after review and approval by Village Commission. • Loading Berth Standards - See Section A.6.D.
b. Residential.		
Single-Family Residence		Residential uses are limited by compliance with: • Minimum of 1.0 parking space per dwelling unit. • Minimum of 0.75 parking spaces per dwelling unit less than 400 SF with Commission approval. • Minimum of one additional visitor parking space for every ten dwelling units. • Live-work - Work component shall provide parking as required by the non-residential use
Community Residence		
Accessory Dwelling Unit (ADU)		
Two-Family Residence		
Multi-Family Housing	R	
Dormitory	R	
Home Office	R	
Live-Work	R	

		in addition to parking required for the dwelling unit. • Adult Family-Care Homes - Minimum one space per staff member and one space per four residents. • Community Residence - Minimum of one parking space per staff member in addition to the parking required for the primary dwelling unit(s). • Residential rentals shall comply with Chapter 13 - Vacation License Program.
c. Lodging.		
Bed & Breakfast		Lodging uses are limited by compliance with: • Minimum of one parking space for every two lodging units. • Minimum of one additional visitor parking space for every 15 lodging units.
Inn	R	
Hotel	R	
d. Office.		
Office	R	Office uses are limited by compliance with: • Minimum of three parking spaces for every 1,000 square feet of office use.
e. Commercial.		
Auto-Related Establishment	R	Commercial uses are limited by compliance with: • A maximum area of 55,000 square feet per establishment. • Minimum of three parking spaces for every 1,000 square feet of commercial use, except for self-storage facilities, minimum one parking space for every 10,000 square feet. • Excluding repair services * Refer to Chapter 12, Adult Entertainment
Entertainment Establishment	R	
Entertainment Estab. Adult*	W	
Food Service Establishment	R	
Alcohol Beverage Service	R	
General Commercial	R	
Marine-Related Establishment	R	
Open Air Retail	R	
Place of Assembly	R	
Recreational Establishment	R	
Self-Storage Facility	E	
f. Industrial.		
Auto-Related Industrial Estab.		
Manufacturing and Processing		
Marine-Related Industrial Estab.		
Products and Services		
Storage/Distribution Facility		
g. Civic.		
Community Facility	R	Civic uses are limited by compliance with:
Recreational Facility	R	

Religious Facility	R	• Minimum of one parking space for every five seats of assembly uses. • Minimum of one parking space for every 1,000 square feet of exhibition or recreation area, and parking spaces for other uses as required.
Regional Activity Complex	E	
h. Civil Support.		
Community Support Facility	R	Civil Support Uses are limited by compliance with: • Minimum of one parking space for every 1,000 square feet of civil support use. • Minimum of one parking space for every five seats of assembly use. • Minimum of one parking space for every five slips of marine use. • Adult Daycare - Minimum of one space per staff member.
Infrastructure and Utilities	E	
Major Facility	E	
Marina	R	
Public Parking	R	
Rescue Mission		
Transit Facilities	E	
i. Educational.		
Childcare	R	Educational uses are limited by compliance with: • Minimum of two parking spaces for every 1,000 square feet of educational use. • Childcare Facilities - Minimum of one space per staff member.
College/University	R	
Elementary School	R	
Learning Center	R	
Middle/High School	R	
Pre-School	R	
Research Facility	R	
Special Training/Vocational	R	

KEY:

R = Allowed by right.

E = Allowed by exception: Granted after a public hearing. Boxes with no designation signify use prohibited.

Permitting shall be in compliance with the requirements established in Chapter 5, Permits and Development Approvals.

(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.A.1 Summary Table General to Sunbeam NBV SAP - Density Intensity

SUNBEAM NBV SUMMARY TABLE		
General	Required	Provided
Density	150 Dwelling Units per Acre (DU/A)*	150 (D/UA)*
Intensity		
Floor Lot Ratio	13 max.	13 max.
Open Space Requirement	15% Lot Area min.	84,289 sq.ft. min.

Civic Space	7.5% Lot Area min.	42,145 sq.ft. min.
Lot Area	87,120 sq. ft. SAP min.	562,446 sq.ft.

**** Pursuant to ~~Density with Bonus (2) Program~~, and subject to the terms included in the approved Sunbeam NBV SAP Development Agreement***

Civic Space – Subject to the terms of the approved Sunbeam NBV SAP Development Agreement

A.7.B Summary Table and Illustrations—Sunbeam NBV SAP South.

SUNBEAM NBV SAP SOUTH SUMMARY TABLE				
1. *Building disposition.*			**West**	**East**
i. *Lot occupation.*			Provided	Provided
a. Lot Coverage	90% max.		2.45 Ac. max.	1.5 Ac. max.
b. Lot Width	100 ft. min.		418 ft.	265 ft.
c. Reserved.	Reserved.		- _	- _
d. Reserved.	Reserved.		- _	- _
e. Frontage at Front Setback	50% min.		209 ft.	130 ft.
f. Reserved.	Reserved.		- _	- _
g. Reserved.	Reserved.		- _	- _
h. Reserved.	Reserved.		- _	- _
ii. *Building setback.*				
a. Primary Front – Kennedy Cswy.	20 ft.			
b. Primary Front – Waterfront	25 ft. min.			
c. Secondary Front/Side A	10 ft. min.			
d. Side B	0 ft. min.			
e. Rear	5 ft. min.[1]		25 ft. min.	5 ft. min.
f. Rear Stepback 1	50 ft. min. from prop. line above Pedestal at 7 stories or 100 ft.			
g. Rear Stepback 2	100 ft. min. from prop. line above 20th story or 240 ft.			
2. *Building configuration.*				
i. Frontage.				
a. Common Lawn	Prohibited			
b. Porch and Fence	Prohibited			
c. Terrace	Allowed			
d. Forecourt	Allowed[2]			
e. Stoop	Allowed[3]			
f. Shopfront	Allowed			
g. Gallery	Allowed			
h. Arcade	Prohibited			
i. Cantilever	Allowed			
j. Plaza	Allowed			
ii. Building *height.*	Required	West		East
a. Min. Building Height	2 stories	2 stories		
b. Max. Pedestal Height	7 stories or 100 feet	7 stories or 100 feet		

c. Max. Building Height	See Drawing AS-1.10	450 ft. max.	240 ft. max.

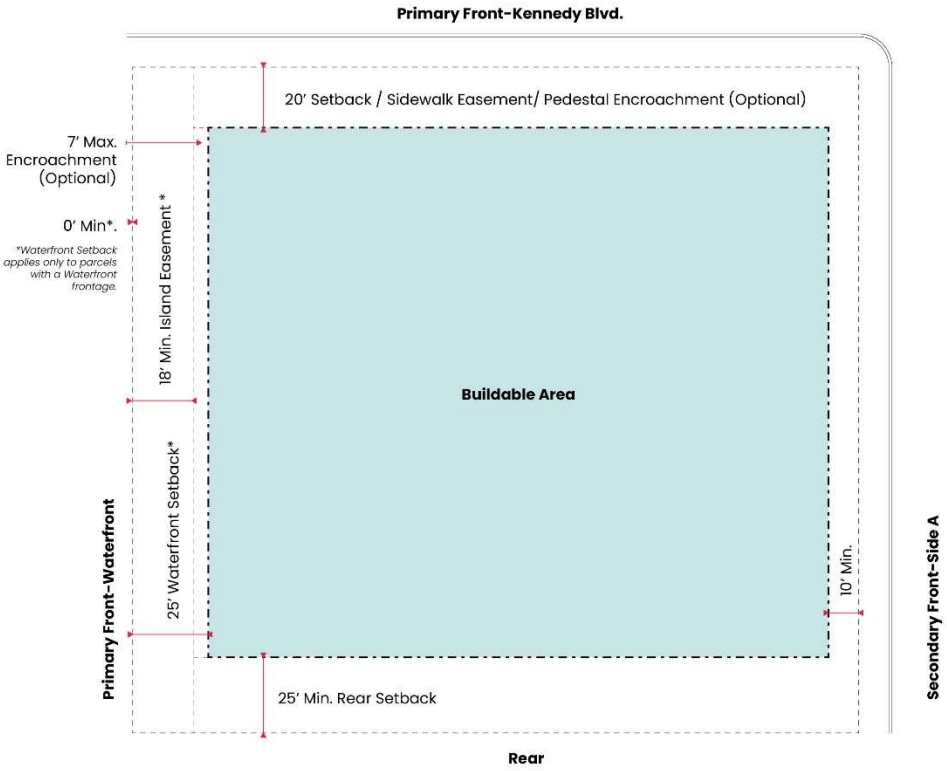
1 Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth story when the rear lot line abuts a lower transect zone or RS-1, RS-2 or RM-40 residential zoning district.

2 Forecourts shall be pedestrian only.

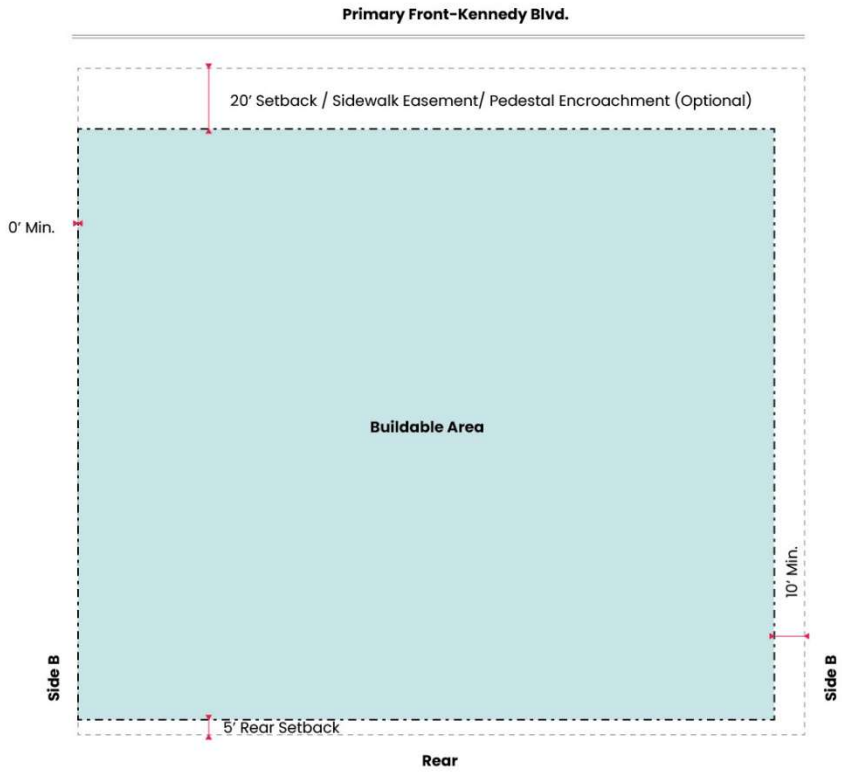
3 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above.

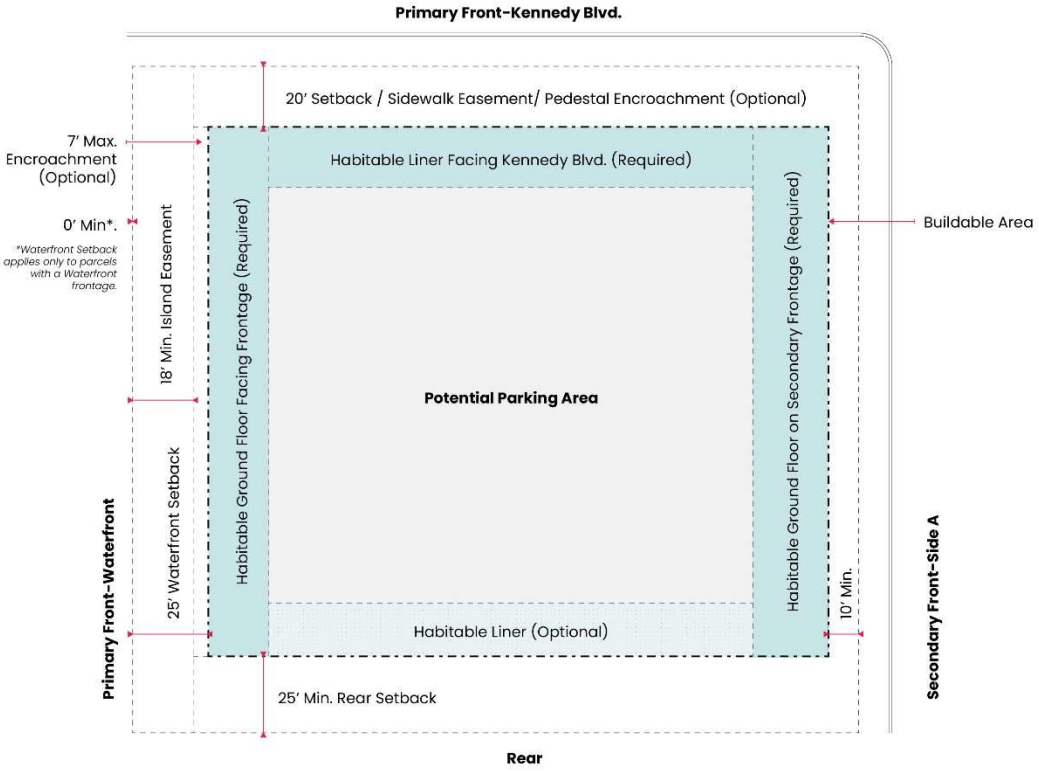
3. *a. Building Placement Illustration—**Sunbeam NBV SAP South-West.***



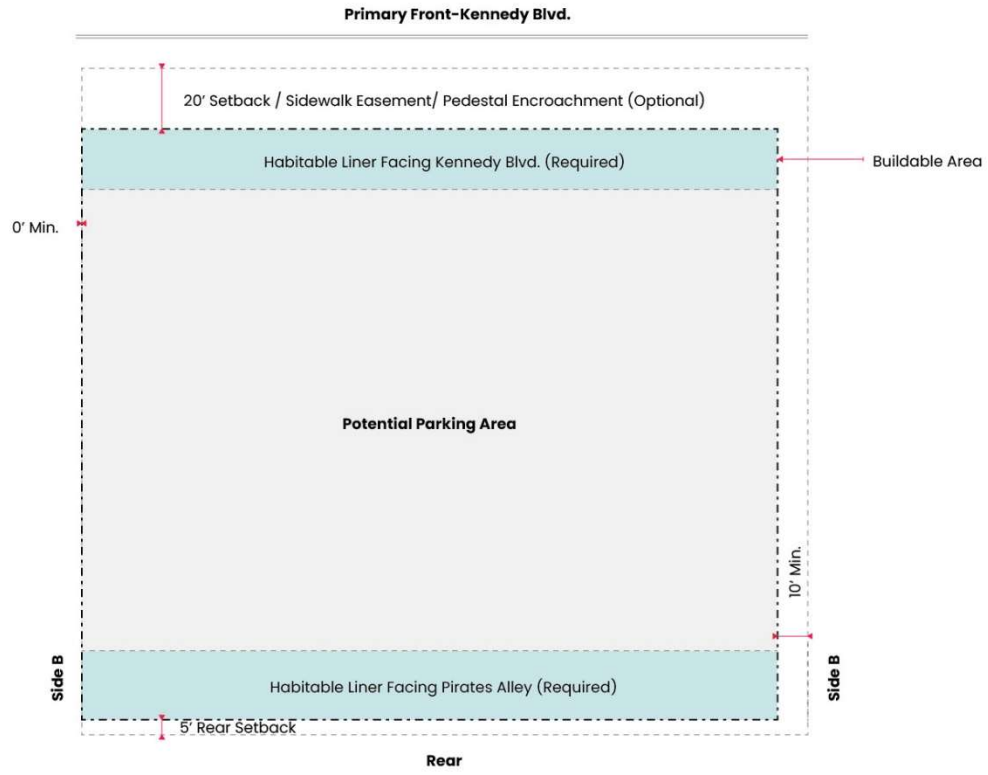
3*. b. Building Placement Illustration—**Sunbeam NBV SAP South-East***



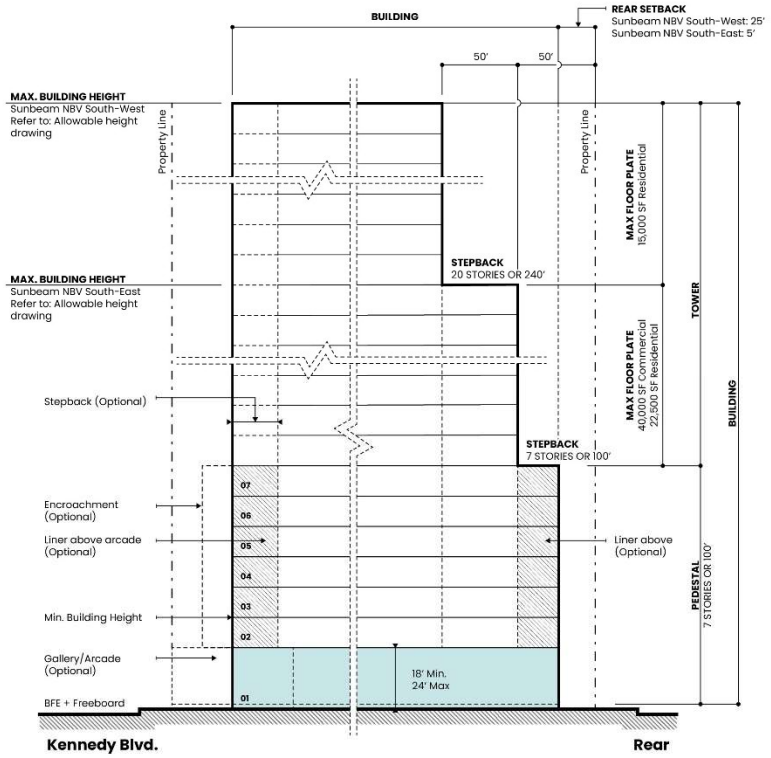
4. *a. Parking Placement Illustration—* ***Sunbeam NBV SAP South-West***



4. b. Parking Placement Illustration— Sunbeam NBV SAP South-East


Primary Front-Kennedy Blvd.
20' Setback / Sidewalk Easement/ Pedestal Encroachment (Optional)
Habitable Liner Facing Kennedy Blvd. (Required)
Buildable Area
0' Min.
Potential Parking Area
10' Min.
Side B
Habitable Liner Facing Pirates Alley (Required)
Side B
5' Rear Setback
Rear

5. *Building Height Illustration—* ***Sunbeam NBV SAP South***



§ A.7.C Summary Table and Illustrations— Sunbeam NBV SAP North.

SUNBEAM NBV SAP NORTH SUMMARY TABLE		
1. ***Building disposition.***		
i. ***Lot*** **occupation.**	**Required**	**Provided**
a. Lot Coverage	75% max.	6.39 Ac. max.
b. Lot Width	100 ft. min.	1,123 ft
c. Reserved.	Reserved.	-
d. Reserved.	Reserved.	-
e. Frontage at Front Setback	50 % min.	561.5 ft
f. Reserved.	Reserved.	-
g. Reserved.	Reserved.	-
h. Reserved.	Reserved.	-
ii. Building *setback.*		
a. Primary Front - Kennedy Cswy.	20 ft.	
b. Primary Front - Waterfront	25 ft. min.	
c. Side West (View Corridor)	20% of lot width min. aggregate, 225 feet minimum width - See Site Plan Drawing AS-1.08	

d. Side East	25 ft. min.

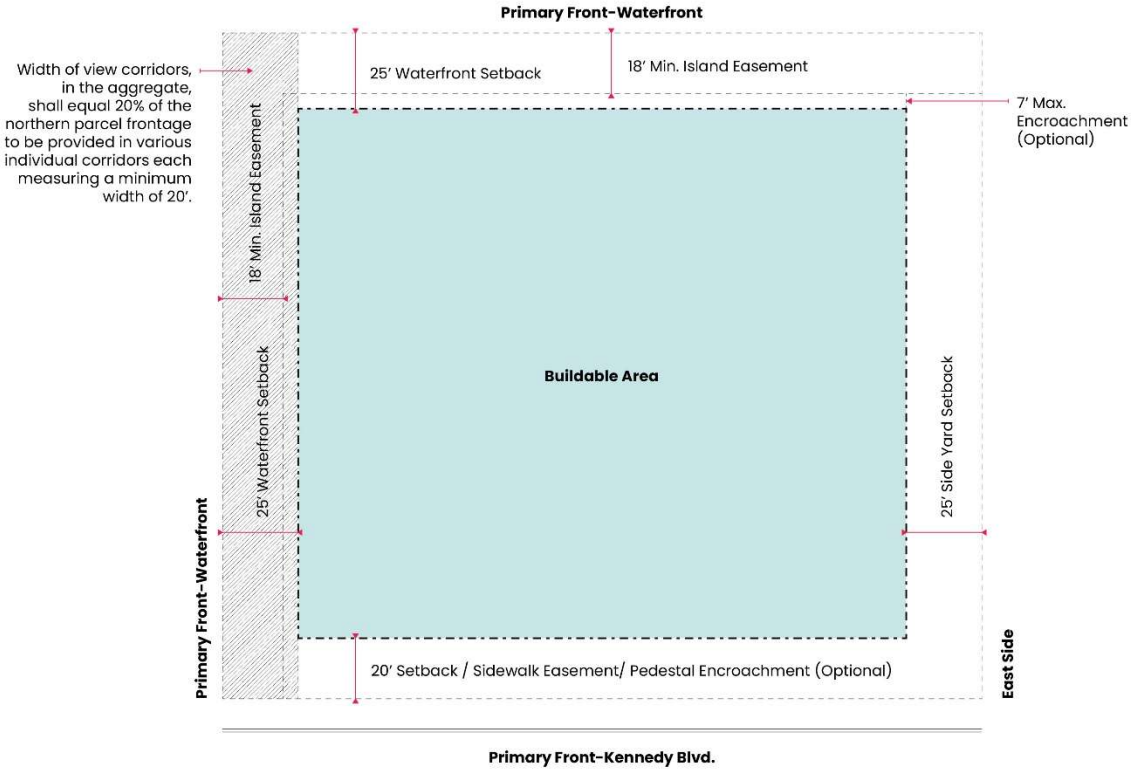
e. Stepback (Kennedy Causeway and Side Yards; Optional Stepback in Waterfront Yard) - see Building Height Illustration	0 ft. min. above the Pedestal	
f. Stepback (East) - see Allowable Height Illustration	100 ft. min.	
2. *Building configuration.*		
i. Frontage *(Kennedy Causeway).*		
a. Common Lawn	Prohibited	
b. Porch and Fence	Prohibited	
c. Terrace	Allowed	
d. Forecourt	Allowed[1]	
e. Stoop	Allowed[2]	
f. Shopfront	Allowed	
g. Gallery	Allowed	
h. Arcade	Allowed	
i. Cantilever	Allowed	
j. Plaza	Allowed	
ii. Building *height.*	Required	Provided
a. Min. Building Height	2 stories	2 stories
b. Max. Pedestal Height	10~~7~~ stories or 120~~00~~ feet	10~~7~~ stories or 120~~00~~ feet
c. Max. Building Height	See Drawing AS-1.10	650 ft. max.

1 Forecourts shall be pedestrian only.

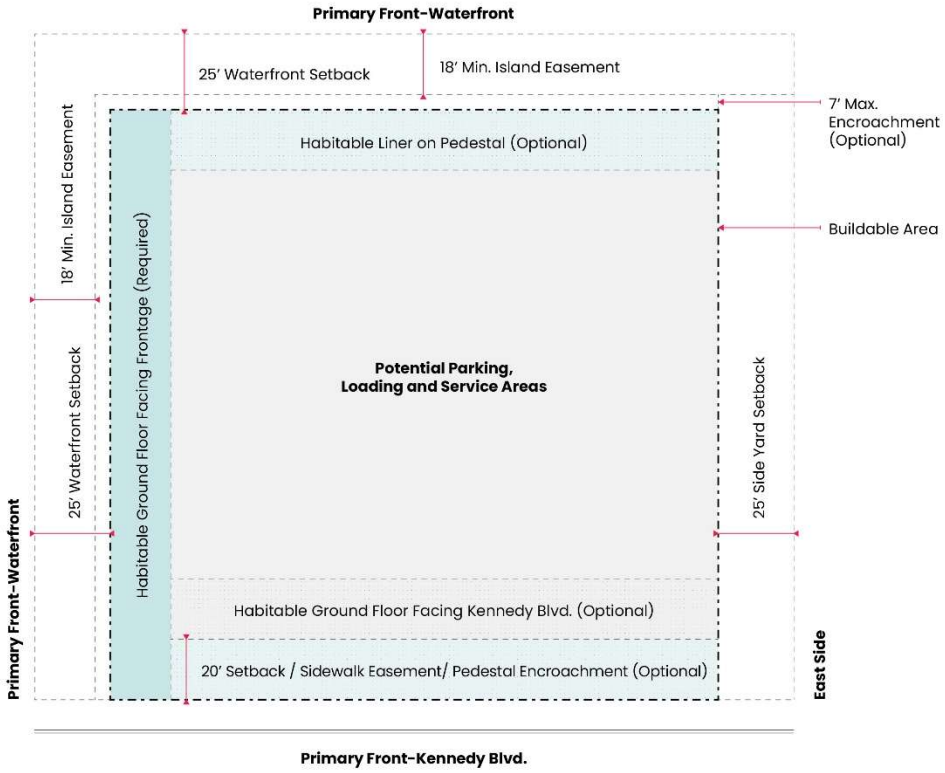
2 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals~~.~~ shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above.

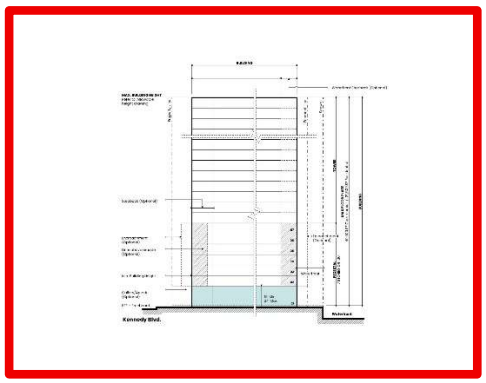
*3. Building Placement Illustration—**Sunbeam NBV SAP North**.*

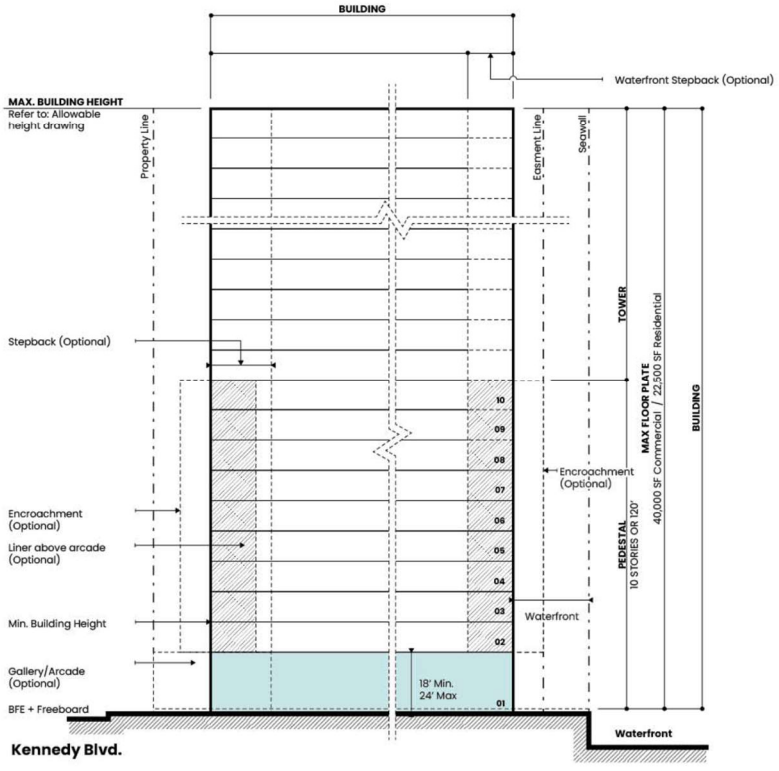


*4. Parking Placement Illustration— **Sunbeam NBV SAP North**.*



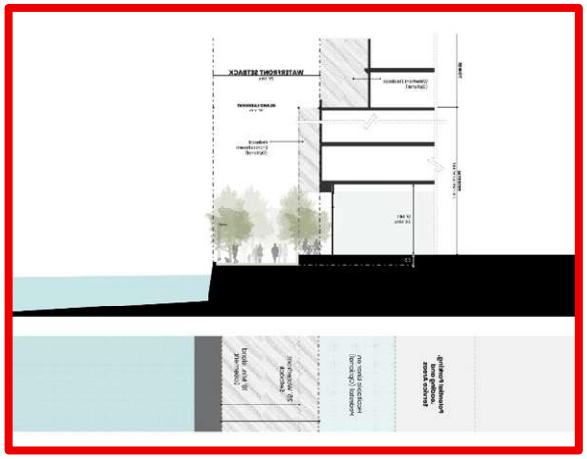
*5. Building Height Illustration— **Sunbeam NBV SAP North**.*

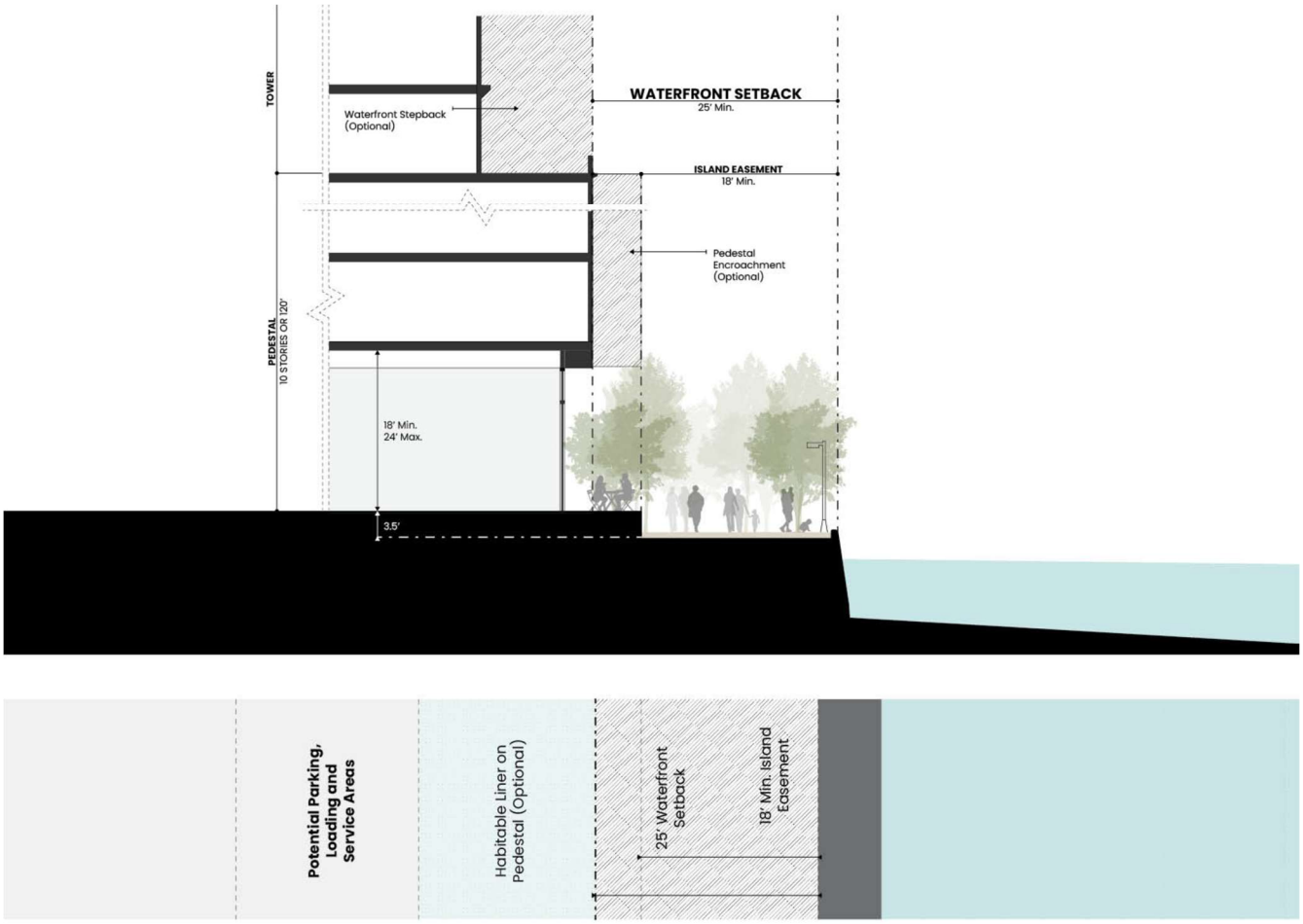




(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.D Section Detail Illustration.





(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.E Building Function (Uses) and Parking Requirements—T3.

[Reserved]

§ A.7.F Summary Table and Illustrations—T3.

[Reserved]

§ A.7.G Summary Table and Illustrations—T4.

[Reserved]

§ A.7.H Summary Table and Illustrations—T5.

[Reserved]

§ A.7.I Design Review Criteria Table.

Design Review Criteria
Building Disposition
Respond to the physical context taking into consideration natural features, existing urban form, and transect zone intentions.
For buildings on corner lots, design facades to acknowledge all frontages.
For modifications of nonconforming structures. See also Ch. 6.
Create transitions in height and mass with abutting properties and transect zones.
Building Configuration
Articulate the building facade vertically and horizontally in intervals appropriate to the existing neighborhood and transect zone.
Articulate the building facade at street level to recognize pedestrian continuity and interest, and at upper levels to recognize long views of buildings.
Use architectural styles and details (such as roof lines and fenestration), colors and materials derivative from surrounding area.
Promote pedestrian interaction.
Design all walls as active facades, with doors and windows; when not possible, embellish walls with architectural design treatment.
Provide usable open space that allows for visible and convenient pedestrian access from the public sidewalk.
Building sites should locate service elements, such as trash dumpsters, utility meters, loading docks, backflow preventers, Siamese connections and electrical, plumbing, mechanical and communications equipment away from a street front. All service elements shall be situated and screened from view to the street and adjacent properties. See also Chapter 8, Division 4, Supplemental Development Standards.
Building Function and Density
Respond to the neighborhood context and transect zone.
Parking Standards
Minimize the impact of automobile parking and driveways on the pedestrian environment and adjacent properties.
For pedestrian and vehicular safety minimize conflict points such as the number and width of driveways and curb cuts.
Minimize off-street parking adjacent to a thoroughfare front and where possible locate parking behind the building.
Design landscaping or surface parking areas as buffers between dissimilar uses.

Screen parking garage structures with habitable space. Where habitable space is not provided, architectural treatments and landscaping shall screen the garage structure.
Landscape Standards
Preserve existing vegetation and/or geological features whenever possible.
Reinforce transect zone intention by integrating landscape and hardscape elements.
Use landscaping to enhance building design and continuity of streetscape.
Use landscape material, such as plantings, trellises, pavers, screen walls, planters and similar features, to enhance building design and continuity of streetscape.
Provide landscaping that screens undesirable elements, such as surface parking lots, and that enhances open space and architecture.
Sign Standards
Provide signage appropriate for the scale and character of the establishment and immediate neighborhood.
Signage shall be within calculated aggregate area appropriate for transect zone.
Number of signs for an establishment shall not exceed the allowable amount per linear frontage.
Monument signs shall be located within the appropriate setback and not to disrupt pedestrian activity.
Illumination and other lighting effects shall not create a nuisance to adjacent property or create a traffic hazard.
Ambient Standards
Provide lighting appropriate to the building and landscape design in a manner that coordinates with signage and street lighting.
Orient outdoor lighting to minimize glare to the public realm and adjacent properties.
Protect residential areas from excessive noise, fumes, odors, commercial vehicle intrusion, traffic conflicts and the spillover effect of light.

§ A.8 Alcoholic Beverage and Music and Entertainment Regulations.

It is the intent of the Sunbeam NBV SAP form-based district to encourage the significant monetary investment in an Island Walk and a related mixed-use project which is designed to attract a variety of entertainment and restaurant options to the Village. The standards and regulations contained in this article shall serve as the exclusive mechanism through which the Village shall regulate the location and operation of establishments serving alcohol and the provision of music and entertainment within the boundaries of the Sunbeam NBV SAP form-based district. It is the intent of the Village for these regulations to supersede the alcoholic beverage regulations promulgated in chapter 111 of the Village Code.

A. *No minimum distance requirements.* There shall be no minimum distance required between any place of business within the Sunbeam NBV SAP form-based district licensed by the state to sell alcoholic beverages either for consumption on or off premises and any other place of business within the Sunbeam NBV SAP form-based district. There shall be no minimum distance requirement between any establishment licensed to sell alcoholic beverages either for consumption on or off premises within the Sunbeam NBV SAP form-based district and any business, school or religious institution outside of the Sunbeam NBV SAP form-based district.

B. Hours of operation.

(1) The hours of sale of alcoholic beverages shall be as follows:

a. Nightclub license owners shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 5:00 a.m. seven days a week.

b. Restaurant license holders shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 7:00 a.m. to 2:00 a.m., seven days a week.

c. Lounges where alcoholic beverages are sold, served, and dispensed for consumption on the premises shall be allowed to sell, serve, and dispense alcoholic beverages from 10:00 a.m. until 2:00 a.m.

d. Retail vendors of alcoholic beverages for consumption on and off the premises shall be allowed to remain open from 10:00 a.m. until 2:00 a.m.

(2) The hours of sale listed in subsection (1) above shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving food and nonalcoholic beverages prior to or beyond the hours for serving alcoholic beverages.

C. *Sunbeam NBV SAP Form-Based District Representative Role*. Nothing in section 8.B above or elsewhere in the Village Code shall prevent the Sunbeam NBV SAP form-based district representative from limiting the hours during which sales, consumption and service of alcoholic beverages, beers and wines from any establishment located in the Sunbeam NBV SAP form-based district may occur; imposing distance requirements or controlling the manner in which alcoholic beverages are sold or consumed within the NBV Sunbeam NBV SAP form-based district.

D. *Sales of alcoholic beverages within the Sunbeam NBV SAP form-based district.* If permitted in accordance with state permitting requirements, alcoholic beverages sold for consumption on the premises by a vendor within the Sunbeam NBV SAP form-based district, may be consumed, held, carried and transported in the original or substitute container, at any location within the Sunbeam NBV SAP form-based district, either indoors, outdoors or aboard boats moored at docks located within the Sunbeam NBV SAP form-based district to the extent it is permitted by the state.

E. Hours for music and entertainment; Maximum permissible dBA sound levels.

(1) Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the Sunbeam NBV SAP form-based district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall not be permitted later than the hours of 12:00 a.m. during weekdays and 1:00 a.m. on legal holidays as provided by state law, Fridays, Saturdays and Sundays.

F. *Outdoor sales of alcoholic beverages.* Those persons or entities within the Sunbeam NBV SAP form-based district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the Sunbeam NBV SAP form-based district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption or both adjacent to and operated in concert with a business operated within enclosed premises, licensed freestanding structures including outdoor bars and kiosks selling food or beverages including alcoholic beverages and pushcart type vehicles, provided that all such operators of such outdoor facilities vending and serving alcoholic beverages shall be duly licensed by the state and permitted to operate pursuant to the Village Code.

G. *Parking.* The parking requirements of section 111.14 of the Village Code shall not be applicable to businesses operating with the Sunbeam NBV SAP form-based district and all parking requirements shall be addressed in the Parking Management Plan required pursuant to this Appendix A.

H. *Conflict with Chapter 111 of the Village Code*. To the extent that any provision(s) in this section conflicts with any provision(s) of chapter 111 of the Village Code, the provision(s) in this section shall prevail.

§ A.9 Construction Hours

Notwithstanding Chapter 96 of the Village Code of Ordinances or any other Village Code provision to the contrary, construction shall be permitted within the Sunbeam NBV SAP Monday through Saturday subject to the following conditions:

A. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.

B. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:

1. Before 8:00 a.m. Monday through Friday;

2. After 5:00 p.m. Monday through Saturday; and

3. Before 9:00 a.m. on Saturday.

C. During construction, loud music shall be prohibited at all times.

D. Monday through Friday, concrete pours can occur prior to 8:00 AM and continue until such pour is complete as long as white noise alarm system or flag person is used in lieu of back up alarms.

E. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.

F. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those hours and Saturdays for a period no longer than 15 days. Reported violations may result in the termination of the extended hours granted in this Section.

G. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.

Exhibit “B”

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ~~(hereinafter the "Agreement") is~~ originally made and entered into as of March 13, 2023 (the "Effective Date") ~~this 13th day of March, 2023,~~ by and between the owners of real property listed below and their subsequent successors and/or assigns, (collectively the "Developer" or "Sunbeam"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (the "Agreement"), is hereby amended and restated in full this ____ day of _____ 2025 (the "Amendment Date").

RECITALS

WHEREAS, the Developer is the owner of the following parcels of real property:

- 23-3209-000-0010 Sunbeam Television Corp.
- 23-3209-000-0200 Sunbeam Television Corp.
- 23-3209-000-0201 Sunbeam Television Corp.
- 23-3209-000-0020 Sunbeam Television Corp.
- 23-3209-000-0030 Sunbeam Television Corp.
- 23-3209-000-0031 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0040 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0161 Sunbeam Properties, Inc.
- 23-3209-010-0240 Sunbeam 1600-1624 79th ST LLC.
- 23-3209-010-0270 Sunbeam 1600-1624 79th ST LLC.

located within the boundaries of the Village, the legal descriptions of which are attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned T6-24 and T6-30 transect zones pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, the Developer and the Village mutually desire that the Property be developed with mixed-use development as set forth in the Special Area Plan and Site Plan application submitted to the Village on March 24, 2022 (the "Project"); and

WHEREAS, the Developer and the Village mutually desire to establish certain terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15, Chapter 15 and Appendix A of the Village's Unified Land Development Code (the "ULDC"); and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), authorizes local governments to enter into development agreements with developers to encourage a stronger long term commitment to the comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers and municipalities in the approval of development and assurances that they may proceed in accordance with the existing laws and

policies, subject to the conditions of such development agreements and

WHEREAS, the purpose of this Development Agreement is to define the manner in which the Property shall be developed and the conditions that will govern the Property's development, to satisfy concurrency for the Property for the term of this Development Agreement, and to establish the respective rights and obligations of the Developer and the Village regarding development of the Property and operations thereon.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.

2. Definitions.

   a. "Approval Ordinance" means Ordinance No. 2022-011 adopted on October 11, 2022, which approved the Sunbeam NBV Special Area Plan as set forth in Appendix A to the ULDC. See Exhibit B-1.

   b. "Approval Resolution" means Resolution No. 2022-085 adopted on October 11, 2022, which approved the Site Plan, as further defined below. See Exhibit B-2.

   c. "Building Official" shall have the meaning set forth in Chapter 2 of the 2020 Florida Building Code, Building, 7th Edition: "Building Official" means the officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. For purposes of this Agreement, "Building Official" also means that person appointed to head the building department in accordance with Section 4.14 of the Code of Ordinances of North Bay Village or that person's designee.

   d. "Civic Space" means any portion or portions of the Project designed to encourage the uses enumerated in Section A.4.A.5 of the ULDC (2022) to be established and/or conducted.

   e. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, Florida Statutes (2022).

   f. "Developer" shall have the meaning set forth in Section 163.3221(3), Florida Statutes (2022): "Developer" means any person, including a governmental agency, undertaking any development. For purposes of this Agreement, "Developer" also means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is/are specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple owners of any individual lot or unit within the Project. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.

   g. "Development" shall have the meaning set forth in Section 163.3221(4), Florida

Statutes (2022): "Development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. For purposes of this Agreement, "Development" also means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), Florida Statutes (2022) provided, however, that activities and uses set forth in Section 163.3221(4)(b), Florida Statutes (2022), shall not constitute Development.

h. "Development Permit" shall have the meaning set forth in Section 163.3221 (5), Florida Statutes (2022) as modified herein: "Development Permit" includes any building permit, zoning permit, subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. For purposes of this Agreement, "Development Permit" also includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government, including actions of the Village Manager, Planning and Zoning Official and/or Building Official, having the effect of permitting the development of land, including an SAP Permit, and Site Plan Modification Permit as defined by Appendix A of the ULDC (2022), except that amendments to the Special Area Plan or the Project Approval shall not be considered a Development Permit.

~~1. "Effective Date" is the later of the date of execution of this Agreement by the Developer or the Village.~~

i. "Governing Body" means the Village Commission.

j. "Governmental Entity" means an agency of the state, a regional or a local government created by the State Constitution or by general or special act, any county or municipality, or any other entity that independently exercises governmental authority.

k. "Island Walk" means a non-exclusive minimum 18-foot-wide easement, granted in accordance with Paragraph 9 of this Agreement, within a minimum 25-foot setback serving as a waterfront promenade as envisioned in the "NBVIO0 Report" prepared by DPZ CoDesign dated April 10, 2020, and more particularly defined in Section A.3.A.2.g(2) of the ULDC (2022).

l. "Land" shall have the meaning set forth in Section 163.3221(7), Florida Statutes (2022): "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

m. "Land Development Regulations" shall have the meaning set forth in Section 163.3221 (8), Florida Statutes (2022): "Land Development Regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land. For purposes of this Agreement, "Land Development

Regulations" also means ordinances, resolutions, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, Special Area Plan, sustainability code, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

n. "Laws" shall have the meaning set forth in Section 163.3221(9), Florida Statutes (2022): "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land. For purposes of this Agreement, "Laws" also means all ordinances, resolutions, regulations, comprehensive plans, special area plans, land development regulations, and rules adopted by a local government affecting the development of Land.

o. "Local Government" means the Village. The term does not include any other governmental entity or agency that may have jurisdiction over the Property or any aspect of the Project.

p. "Open Space" means any parcel or area of land or water essentially unimproved by permanent buildings and mostly open to the sky; such space shall be reserved for public or private use. Open spaces may include parks, greens, squares, courtyards, gardens, playgrounds, paseos (when designed predominantly for pedestrians), and pedestrian paths or associated landscaped areas. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation of such areas (to be determined in the sole discretion of the Developer).

q. "Planning and Zoning Official" shall means that person appointed to head the planning and zoning department in accordance with Section 4.13 of the Code of Ordinance of North Bay Village or that person's designee.

r. "Project" means the Development approved pursuant to the Project Approval.

s. "Project Approval" means the Approval Ordinance and the Approval Resolution collectively.

t. "Partial Stabilization" means the completion of construction of the first of either the "Sunbeam NBV North – West" or the "Sunbeam NBV North – East" quadrants as defined in the Site Plan page 1.07 and the leasing of at least ninety percent (90%) of the commercial spaces thereon by third-party tenants for ninety (90) consecutive days.

u. "Property" is that certain 12.912-acre site as more particularly described in Exhibit "A" attached hereto and may be expanded or contracted through the acquisition or sale of parcels by the Developer.

v. "SAP Permit" means the permit issued for the implementation of phases and/or individual projects, buildings and structures and/or site improvements granted administratively pursuant to the Project Approval and in accordance with Section A.1.H and Section 5.9 of the ULDC (2022).

w. "Site Plan" is that site plan approved by the Approval Resolution entitled "Sunbeam NBV SAP Site Plan" consisting of 12 sheets.

x. "Site Plan Modification Permit" means the permit issued to authorize modifications to a previously approved SAP Permit.

y. "Special Area Plan" means the special area plan approved by the Commission which may also be known as the "Sunbeam NBV Special Area Plan" and referenced in Appendix A of the ULDC (2022).

z. "Village Manager" means that person serving as the chief administrative officer of the Village in accordance with Section 4.01 of the Charter of North Bay Village or that person's designee.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented consistent with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), so as to effectuate the requirements of Section 8.13, Chapter 15 and Appendix A of the ULDC (2022) and the Site Plan. The Village's Laws, Comprehensive Plan, Land Development Regulations, other regulations (including the imposition of impact fees and community contribution fees) and policies governing the development of the Property in effect at the time of execution shall govern the development of the land for the Term (and any extension of the Term) of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit, or in any way limit or restrict, an increase in development density or intensity or the application of less restrictive development parameters within the Project in a manner consistent with any subsequently adopted Comprehensive Plan amendments, Land Development Regulations, Laws, or any other change in regulations subsequently enacted by the Village that are applicable to the Property.

4. Effective Date, Duration, and Annual Review.

a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of thirty (30) years from the Effective Date (the "Term").

b. The term of this Agreement may be extended for an additional term of fifteen (15) years subject to Village Commission Approval after public hearing in accordance with the provisions of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022).

c. The expiration date of the Agreement shall be upon the expiration of the Term (and any extension of the Term) from the Effective Date (the "Expiration Date").

d. Annual Review. The Developer shall provide the Village with an annual written status report due on or before the anniversary date of the Effective Date to facilitate annual review of this Agreement as set forth in Section 163.3235, Florida Statutes (2022). The annual status report shall list the obligations of this

Agreement and set forth the Developer's efforts to satisfy them, including at minimum (i) a running accounting of payments and contributions made to the Village; (ii) development status of facilities and events the Developer has committed to provide; and (iii) a running ledger of floor area (broken down by residential, hotel, retail and office), dwelling units, workforce housing dwelling units, short term rental units, hotel units, and parking spaces. The Village shall annually review the annual status report to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the Village Commission finds, on the basis of substantial competent evidence, that there has been a failure to comply with the material terms of this Agreement, the notice, cure, and mediation procedures of Paragraph 32 shall be invoked, following which the Village may avail itself of the remedies provided in Section 163.3235, Florida Statutes (2022).

e. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any government-initiated moratorium, litigation or challenges that materially limit the ability of the Developer to develop the Project. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

f. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the unavailability of infrastructure required to be operational to provide service(s) to the Project, where such infrastructure requires improvements that are not the obligation of the Developer under this Agreement, the Project Approval, or any Development Permit. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

g. The Village is considering the adoption of a Comprehensive Plan amendment that shifts evaluation of traffic levels of service from trip-based concurrency to a Traffic Concurrency Exception Area or similar program/option to eliminate requirements to evaluate the Project from trip-based concurrency (the "Traffic Concurrency Amendment") for roads within the Village that abut the Property, including but not limited to 79th Street Causeway. At the same time, the Village recognizes that there is currently a sewer moratorium (the "Moratorium") that may impact the ability of the Developer to obtain building permits until such time as the Moratorium is lifted. Developer's financial obligations under Paragraphs 7.e.ii, 11.d, and 12.b shall be due upon the earlier to occur of the adoption of the Traffic Concurrency Amendment or the lifting of the Moratorium Additionally, until such time as the Moratorium is lifted thereby providing sewer capacity for the entire build-out of the Project, all of Developer's non-financial obligations under Paragraphs 4.a, 4.b, 4.c, 6.e, 7.c, 9, and 24 shall not be due. Notwithstanding the foregoing, Developer acknowledges that the Village shall withhold issuance of permits for the construction of new buildings within the Project until such time as Developer has made the financial contributions in Paragraphs 7.e.ii, 11.d, 12.b, and 12.c.

5. Permitted Development Uses and Building Intensities.

   a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered, and the Village has approved, a Site Plan pursuant to the Project Approval. In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan including but not limited to level of service and that the Project Approval accords with the Land Development Regulations as modified by the Project Approval. Upon execution of this Agreement and for the Term (and any extension of the Term), subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations, subject to obtaining an SAP Permit for individual components of the Project.

   b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of SAP Permits and Site Plan Modification Permits), and the applicable provisions of the Comprehensive Plan.

   c. Reservation of Trips. The Village acknowledges that as of the date of Project Approval 79th Street Causeway has, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,338 daily, p.m. peak hour trips at a LOS D available for the development of the Project. The Village hereby reserves, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,300 daily, p.m. peak hour trips on the 79th Street Causeway for the Project. Upon adoption of the Traffic Concurrency Amendment this subparagraph is null and void, and the Project shall be exempt from the transportation concurrency requirements of Chapter 5 Division 2 of the ULDC (2022).

   d. Through the approval of the Special Area Plan and this Agreement by the Village Commission, the Village recognizes the Property as one contiguous parcel for all purposes related to the Property's development, including, without limitation, with respect to entitlements, traffic flow permitted on a parcel or from one parcel to the other, parking, landscaping, civic space, open space, signage, workforce housing, and the sharing of approved uses and densities between the parcels and free transfer of densities and uses on a parcel or from one parcel to the other subject to the terms of the Project Approval. To assist the Village in tracking development rights, Developer agrees to maintain an allocation table setting forth the number of units, floor area, parking, landscaping, civic space, and open space allocated to each parcel. Prior to any SAP Permit or building permit, Developer shall provide Village with an update to the allocation table. The Village agrees that during the Term (and any extension of the Term) of this Agreement the Developer may increase or decrease the external boundaries and total lot area of the Property and the Developer acknowledges that such change shall require an amendment to the Project Approval and this Agreement, except that changes to incorporate either or both of the properties identified as Miami-Dade Property

Tax Folio Nos. 23-3209-010-0220 and 23-3209-010-0180, located at 1580 Kennedy Causeway and 1550 Kennedy Causeway, respectively (the "Additive Properties"), into the Project, shall not reduce the rights or increase the obligations set forth in the Project Approval and this Agreement as to the Property as of the Effective Date of this Agreement. For avoidance of doubt, if incorporated into the Project, either or both of the Additive Properties may be subject to newly imposed, site-specific conditions, restrictions and obligations, but shall in no way affect the rights and obligations of the Project Approval and the Agreement as both apply to the Property as of the effective Date of this Agreement. For purposes of clarification, a transfer or an increase or decrease in the number of parcels of property that does not affect the boundaries of the Project does not require approval of the Village. If the Developer acquires additional property that abuts or is in the vicinity of the boundaries of the Project but does not seek to include it within the Project, no amendment to the Project Approval shall be required.

6. Project Scope and Consistency with Village's Comprehensive Plan and Land Development Regulations.

   a. The Site Plan and Special Area Plan adopted by the Village Commission pursuant to and limited by the Project Approval is hereby incorporated into the terms of this Agreement. The Project consists of:

      1. Up to 1,936 units at a density of 150 residential units per acre ~~inclusive of at least six percent (6%) of the units of workforce housing. At all times a minimum of six percent (6%) shall be set aside for Workforce Housing~~.
      2. Up to 7,311,807 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office and commercial uses.
      3. Structures of varying heights (not exceeding 650 feet on portions of the Property north of 79th Street Causeway and 450 feet on portions of the Property south of the 79th Street Causeway) and setbacks as depicted on the Site Plan.
      4. Required open space and civic space.

   b. The Village expressly acknowledges that the density and intensity proposed for the Project is consistent with the densities and intensities permitted by the existing Land Development Regulations, are consistent with the Village~~'~~'s adopted Comprehensive Plan, and, except for transportation which may be addressed through adoption of a Traffic Concurrency Amendment at the discretion of the Village and sanitary sewer which will be addressed by the Village's actions to lift the Moratorium, meet minimum levels of service required under the Comprehensive Plan for those facilities under the Village's control. In the event the Village adopts a Traffic Concurrency Amendment, the Village shall consider the Project as having met minimum levels of service for transportation required under the Comprehensive Plan. Upon the lifting of the Moratorium, the Village shall consider the Project as having met minimum levels of service

required for sanitary sewer under the Comprehensive Plan. Notwithstanding the Village's concurrency determination, nothing herein shall relieve the Developer from the obligation to make solid waste, water, wastewater or stormwater infrastructure improvements deemed necessary by the Village to ensure adequate service is available to the Project without degrading service to other users of the system. In the event Developer is required by the Village to make solid waste, water, wastewater or stormwater infrastructure improvements that exceed what is required solely to serve the Project, Developer shall receive an impact fee credit for the difference between what Developer is required to install and what Developer would have installed if the infrastructure was solely serving the Project.

c. The Village expressly acknowledges the Site Plan approved by the Village Commission satisfies all Village site plan requirements for a special area plan, including but not limited to those set forth in Sections 15.1, 5.8 and Chapter 5 Division 2 of the ULDC (2022), if applicable.

d. The Village expressly acknowledges that the uses proposed for the Project are consistent with the uses permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

e. Subject to the Developer executing and recording a unity of title or covenant in lieu of a unity of title in a form acceptable to the Village Attorney, the Village expressly acknowledges and agrees, that the Developer may reassign property boundaries and/or increase or decrease the size of any parcel, or combine or eliminate parcel(s) situated within the boundaries of the Property, provided that such reassignment does not create a non-conforming lot, and further agrees that said reassignment shall not constitute a "subdivision" as that term has been defined by Section 177.031(18), Florida Statutes (2022) or Section 28-1(i) of the Miami-Dade County Code of Ordinances and Developer shall not be required to re-plat the Property. Developer understands that the Village cannot bind Miami- Dade County and the County's interpretation of its subdivision code will control whether and to what extent platting is required.

f. The Village expressly acknowledges that the heights proposed for the Project are consistent with the heights permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

g. The Village expressly acknowledges that hotel units may include kitchenettes as permitted by the existing Land Development Regulations and are consistent with the Village's adopted Comprehensive Plan.

h. The Developer agrees that no more than fifty percent (50%) of the constructed residential units may be rented or leased for periods of less than 30 days or one calendar month provided: (i) they are registered with the Village in compliance with the Village Code, and (ii) located only north of 79th Street Causeway. Developer agrees not to lease residential units south of 79th Street Causeway for periods of less than 30 days or one calendar month.

i. The Village expressly acknowledges that the Developer may construct structured

parking of more than five (5) stories within the maximum permitted pedestal height of 100 feet provided that such structured parking is cladded with habitable space of a minimum depth of twenty (20) feet, a green wall, or artistic screening acceptable to the Village Manager, and that the construction of structured parking of five (5) stories or more is permitted by the existing Land Development Regulations as modified by the Project Approval and is consistent with the Village's adopted Comprehensive Plan.

j. The Developer may increase the densities and intensities of the Project consistent with changes to the Comprehensive Plan, ULDC, federal, state and county laws or ordinances or the expansion of the Property. To the extent the area subject to the Special Area Plan is contracted, the Project's aggregate density and intensity will be decreased at a ratio of 150 dwelling units per acre and 13.0 floor lot ratio, respectively, together with all other applicable development capacity formulas.

7. Conditions of Approval.

   a. Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, will be submitted for each structure as required by Section 5.2 of the ULDC (2022) and Section A.1.H of the ULDC (2022). All applications shall only be required to submit the materials enumerated in Section 5.5 of the ULDC (2022); however, the requirements of Sections 5.6 and 5.8 of the ULDC (2022), if applicable, shall be determined to have been met as a result of the Project Approval referenced in this Agreement.

   b. All Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, under the jurisdiction of the Village and related to the Project shall be administratively reviewed, and if determined by the Village Manager to have met the requirements of Appendix A of the ULDC (2022), approved.

   c. Prior to the first building permit for any portion of the Property, the Developer shall have designated at least seven and a half percent (7.5%) of the Project's aggregated lot area to Civic Space uses. The Village acknowledges and agrees that the area of the Island Walk not required by Section 8.17 of the ULDC (2022), specifically any portion of the Island Walk located landward of the 18-foot Island Walk easement described in Paragraph 9 below; any portion of the Island Walk located on Miami-Dade Property Tax Folio Nos. 23-3209-000-0200 (Channel 7) and 23-3209-000-0161 (Grove By the Bay), located at 1401 Kennedy Causeway and 1400 79th Street Causeway, respectively; and the portion of view corridors accessible to the general public during daylight hours (including, but not limited to those portions of pedestrian walkways, pedestrian bridges and observation decks that are on the Property) shall be included in the measurement of the required Civic Space. From time to time, Developer may change the locations of the areas that are designated as civic space provided that at no time the designated civic space is less than seven and a half percent (7.5%) of the Project's aggregated lot area. In no way shall the preceding be interpreted to amend Developer's

obligations regarding the Island Walk as described in this Agreement. Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam – NBV South-West" quadrant as defined in the Site Plan within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department. In addition, a fenced and landscaped dog park of at least 5,000 square feet shall be constructed on a portion of the Property south of 79th Street Causeway within five (5) years of the Effective Date. Said dog park shall be included in the measurement of the required Civic Space.

d. The Village expressly acknowledges that the Developer has received a residential density bonus pursuant to Section 15.2.H of the ULDC (2022) and the Developer acknowledges that consideration for said residential density bonus is the obligation to either: (i) allocate at least six percent (6%) of all residential units for workforce housing required by Section 15.2.H.4.a of the ULDC (2022) and Paragraph 12 of this Agreement; or (ii) proffer a community benefits package to the Village that will require the Developer to:

    1. Within ninety (90) days of the Amendment Date, tender a deed to the Village for the property located at 7560 West Treasure Drive (identified as Miami-Dade Property Tax Folio No. 23-3209-009-0460), which the Village shall accept notwithstanding any open permits or code enforcement cases tied to said property and subject to a covenant restricting the use of the property to governmental uses;
    2. Within ninety (90) days of the Amendment Date, tender a deed to the Village for the properties located at 1601-1657 North Treasure Drive (identified as Miami-Dade Property Tax Folio Nos. 23-3209-010-0050 and 23-3209-010-0040), which the Village shall accept notwithstanding any open permits or code enforcement cases tied to said properties; and
    3. Concurrent with the issuance of a building permit for a residential building to be constructed at 1401 79th Street Causeway (identified as Miami-Dade Property Tax Folio No. 23-3209-000-0161), to contribute an "in-lieu" fee to the Village's workforce housing fund to satisfy the six percent (6%) workforce housing requirement for said building. Said "in-lieu" fee shall be calculated in accordance with Section 8.10.2 of the ULDC (2025). ~~Paragraph 21 of this Agreement shall be the equivalent of the Workforce Housing Density Bonus Agreement and the Village has determined that said paragraph meets the requirements of Section 15.2.H of the ULDC (2022). At all times a minimum of 6% of the total units available shall be set aside for Workforce Housing. Developer shall determine the location of workforce housing units on the Property so long as at~~

~~least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more workforce housing units.~~

Upon Developer satisfying the conditions of Paragraphs 7.d.ii.1, 7.d.ii.2, and 7.d.ii.3 above, each of which may be performed independently of the other, Developer shall have been deemed to have satisfied its workforce housing obligations under this Agreement and the ULDC.

e. Public facilities.

1. Right of Way Improvements for 79th Street Causeway. Developer shall, in conjunction with the work allowed under each SAP Permit, obtain a permit to work in the state right-of-way from the Florida Department of Transportation (FDOT) and shall restore all disturbed portions of the right-of-way of the north and south sides of 79th Street Causeway abutting the portion of the Project covered by an SAP Permit, to the right-of-way restoration requirements approved by FDOT for 79th Street Causeway at the time of right-of-way restoration. Developer shall use best efforts to ensure that the construction of major infrastructure within any rights-of-way that are needed to serve the entire Project, such as water and sewer mains and laying of conduit for fiber optic, electrical, and any other lines ("Developer's Infrastructure"), shall occur within the same major infrastructure construction period in order to minimize disruption to pedestrian and vehicular traffic. In the event the Village and/or FDOT makes major infrastructure improvements to the 79th Street Causeway, Developer shall use best efforts to ensure that the construction of Developer's Infrastructure occurs while the Village and/or FDOT is making such major infrastructure improvements.
2. Causeway. Subject to Paragraph 4.g, within ninety (90) days of the Effective Date of this Agreement, Developer shall pay to the Village the sum of $400,000 as a contribution to enhance landscaping, beautification initiatives, and/or the design and construction of new public bus shelters on or near 79th Street Causeway.
3. A description of public facilities that will service the Project is attached as Exhibit E.

f. Employee Parking Plan. Developer will submit a conceptual employee parking plan, satisfactory to the Village Manager, to limit spillover parking impacts on residential streets, prior to issuance of a Temporary Certificate of Occupancy for any new non-residential building.

g. Public Use and Events. After the Project has received its final certificate of occupancy, the Developer shall host, within a portion of the public spaces of the Project, events open to the general public at least four times per year. During Project development and after the construction of the temporary fire station, the Developer and Village will meet annually to review opportunities for activation of the "Crab House Property" (folio no. 23-3209-000-0020) provided that said activation (i) does not conflict with construction activities, including but not limited to staging and parking, (ii) ensures life safety in and around active construction sites, and (iii) avoids adverse impacts to the operation of the temporary fire station described in

Paragraph 11.j.

h. Branding. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall indicate the location as "North Bay Village," and/or "NBV," and/or "The Heart of the Bay."

i. Community Information. Developer shall maintain a website for the Project providing sufficient detail about the Project status to inform Village residents. The website shall provide information regarding the Project Approval, Special Area Plan Permit applications and approvals, building permit approvals, timing and extent of anticipated right-of-way closures, anticipated utility service interruptions (if any), anticipated openings of the Project, and scheduled public events occurring within the Project, where practicable. The website shall be updated on a quarterly basis.

j. Operating Standards. Upon Partial Stabilization, the following operating standards shall apply to all new construction. The Village and Developer agree that market conditions may change over time and the Village agrees that Developer may request the Village modify the following operating standards to reflect the then current market conditions, as demonstrated by Developer by competent market data showing that market conditions make compliance with the operating standards commercially unreasonable, and that the Village will not unreasonably deny such request supported by such evidence.

    i. Hotel component.

        1. Within one (1) year after issuance of the final Certificate of Occupancy or within two (2) years after issuance of a temporary Certificate of Occupancy for the hotel component of the Project, whichever occurs first, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated so that it meets the sufficient number of the standards required to qualify for at least a four-diamond rating from the American Automobile Association ("AAA"); or, if the AAA's rating system or the AAA does not exist in substantially the same manner as it did on the Effective Date of this Agreement, then the most analogous system shall be used. The Village Manager may grant extensions of time for compliance with the above requirement.

        2. Thereafter, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated at a level eligible to be rated by AAA as a four-diamond hotel or its equivalent throughout the term of this Agreement.

        3. The hotel may provide banquet and meeting spaces to meet the needs for large banquets, conferences, and other events.

        4. The hotel may have a spa that is operated at the same standard of quality as the hotel.

        5. The Developer shall use good faith, commercially reasonable efforts to ensure that the hotel uses high-quality materials on its exterior and

interior, in keeping with the standards required for hotels having a four-diamond rating by AA or its equivalent.

ii. Retail Component

1. The Developer shall use good faith, commercially reasonable efforts to develop the retail portions of the Project as a first class retail destination consistent with this Agreement and the Project Approval, and shall be kept in good order, condition, repair, and maintenance, with reasonable wear and tear excepted.
2. The Developer shall provide private security for the Project.
3. The Developer shall use good faith, commercially reasonable efforts to cause at least 75% of the gross leasable area of the retail space to be leased to tenants under executed leases within one (1) year after issuance of the last temporary Certificate of Occupancy for the retail component. The Developer shall use good faith, commercially reasonable efforts to maintain executed leases with tenants for a minimum of 75% of the gross leasable area of the retail space.
4. The Developer acknowledges and agrees that active and attractive retail uses that are of interest to and service the Project residents, hotel guests, office workers, and the immediate neighborhood and can garner reason for the general public and tourist to consider North Bay Village as a destination for dining, shopping, and entertainment activity are of importance to the Village as part of its vision for this Project.
5. The Developer shall use good faith, commercially reasonable efforts to ensure that the retail component should include fashion specialty stores, lifestyle retailers, restaurants and cafes, other specialty product shops, services, and other high appeal commerce.
6. The Developer shall use good faith, commercially reasonable efforts to ensure that all of the retailers will operate in compliance with design criteria requiring attractive retail transparent windows assuring clear views into their operations. They will feature professional creative signage within guidelines of the Project design criteria to assure compatibility with the Village requirements, the Project Approval, this Agreement, and the Project's overall architecture.

iii. Restaurant Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the restaurants will be a mix that includes but is not limited to fine dining, family/casual full table service restaurants, quick service restaurants, and grab and go restaurants.
2. Restaurant service at some or all of its restaurants will be provided to the general public during the same or greater hours as the retail stores provided however that restaurants shall be permitted to close periodically for special events or private parties.
3. All restaurants will maintain a high standard of appearance,

cleanliness, quality and service.

4. All restaurants will feature professional signage compatible with the Project Approval, this Agreement, and applicable Village standards.

iv. Office Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component is Class A office space.
2. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component shall be designed and advertised as no less than Class A office space, and shall be operated and maintained as such.
3. The Developer shall use good faith, commercially reasonable efforts to ensure that the interior and exterior of the office component shall have high quality finishes that shall be maintained and may be periodically updated to maintain positions as no less than Class A office space.
4. The Village and Developer agree that for purposes of this

Agreement, Class A office space shall be determined by comparing commercial leased office space in the market area generally comprised of the neighborhoods of Bal Harbour, Bay Harbor Islands, Keystone Point, Sans Souci, North Beach and Miami Shores and more specifically defined as that area bounded on the north by 125th Street/Broad Causeway, on the east by the Atlantic Ocean, on the south by NW/NE 54th Street, and on the west by I-95.

k. Employment.

i. Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

ii. Operations. The Developer shall cause its commercial tenants to use commercially reasonable best efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.

l. Architectural Quality. Within the Sunbeam NBV SAP all buildings shall respond to the existing urban context and natural features of Biscayne Bay. The building facades at street level shall recognize the pedestrian experience and at the upper levels take advantage of the opportunities for long views. All buildings shall have articulated building facades of high-quality finishes and construction. Use of architectural style, details and color should be distinctive from the surrounding area. For the development of buildings above thirty (30) stories in height, the buildings shall be "iconic" of exceptional architectural merit.

m. Concept Plan. Developer shall develop the Property in substantial compliance with the concept plan displayed by Developer at the presentation before the Village Commission on October 11, 2022, attached hereto as Exhibit "G."

n. Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking to occur after ten (10) years from the Effective Date:

1. Developer shall bi-annually pay the Village an amount equal to $1 per fee event for non-residential parking within the Project. As used in this section, a "fee event" shall occur whenever a vehicle belonging to a non-resident or invitee of the Project pays a fee for accessing the parking garage and stationing a vehicle on the Property. Where parking is offered at no charge to the end user directly or through validation no fee event shall be considered to have occurred. Where parking is offered at a reduced charge to the end user, a fee event shall be considered to have occurred.

ii. Developer shall on or before ninety (90) days following the close of each fiscal year deliver to the Village a certified statement of its annual gross

receipts and charge-offs for parking, and number of parking fee events ("Parking Figures") prepared by an independent certified public accountant ("CPA"), admitted to practice in the State of Florida, reflecting Parking Figures for the preceding fiscal year. The CPA statement shall render an unqualified opinion, based on the result of the audit, relative to the Developer's accounting of Parking Figures. Developer will allow Village auditors, during regular business hours after reasonable notice, to audit, inspect and examine the Developer's fiscal books and records and tax returns, insofar as they relate to Parking Figures, to confirm the Developer's compliance with this Paragraph 7.n. In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the Developer owes an amount representing greater than five- percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees.

o. Enhanced Storm water Retention. Prior to the issuance of the first building permit, Developer and Village shall cooperate to determine mutually acceptable stormwater retention engineering standards that exceed current requirements in order to protect properties adjacent to the Property, including rights-of-way, from the potential stormwater run-off from the Property. Developer shall design and construct the improvements of the Project subject to the enhanced standards.

8. Local Development Permits. The Village may need to administratively approve certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Review and approvals shall be made administratively and in accordance with the provisions of Section 166.033, Florida Statutes (2022), provided the request for approval or application is consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

   a. Water, sewer, paving and drainage, and other infrastructure permits;

   b. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants, if applicable;

   c. Building permits;

   d. SAP Permits;

   e. Site Plan Modification Permits; and

   f. Certificates of occupancy.

Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any

such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement, but the Village shall reasonably consider, but have no obligation to approve, conforming modifications or amendments to the Project Approval or this Agreement, consistent with the intent of each, in order to enable the Developer to address the requirements of other jurisdictions. Under no circumstances will the Village be required to return any monies paid by Developer that have been encumbered or spent. In the event that material modifications required to meet the requirements of other jurisdictions are not approved, the Village agrees to return previously paid monies that have not been encumbered or spent.

9. Island Walk. The Developer shall grant a non-exclusive minimum eighteen foot (18') wide easement to the Village or other Governmental Entity for the Island Walk. The easement (a form of which is attached as Exhibit D) shall contain a covenant and restriction that the Island Walk will be and remain an open space boardwalk with landscaping and other amenities to be determined through an SAP Permit and shall remain reasonably available for access and use by the public, from 6 AM to midnight, except where an abutting commercial establishment closes later, the closing time should extend commensurate to the commercial establishment's closing hours ("Permitted Times") which will expressly allow the non-exclusive use of the Island Walk by general members of the public; subject to the Village's regulations for the Island Walk, and further subject always however, to the following continuing conditions and limitations:

   (a) The non-exclusive use of the Island Walk by general members of the public shall not create, and shall never be construed or interpreted to create a dedication to the public; notwithstanding the foregoing however, members of the public shall have non-exclusive use of the Island Walk solely for ingress and egress over the Island Walk for pedestrian traffic, subject to the provisions of this paragraph;

   (b) The Developer shall have the exclusive ability to restrict or prevent access to the Island Walk to any specific member(s) of the public as they may deem appropriate to avoid loitering, creating a nuisance, restricting access during certain times as exceptions to the Permitted Times ("Special Functions") and/or otherwise violating the rules and regulations adopted with respect to the Island Walk and Developer retains at all times the right and ability to seek to enforce the foregoing and laws related to trespass;

   (c) The Island Walk is a privately owned (non-governmentally owned) property and shall not be, nor shall it ever be by reason of any provision or provisions of this Agreement a public forum, limited public forum, or any other type of public forum as may exist now or in the future for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution and any companion provision under the Florida Constitution;

   (d) The Island Walk and its use shall be and remain subject to rules and regulations as Developer may impose;

   (e) The use of the Island Walk by the public shall be limited to Permitted Times, other than during Special Functions;

   (f) Developer may reasonably limit use or preclude use of the general members

of the public on the Island Walk for Special Functions;

(g) Developer shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Developer deems appropriate;

(h) Use of the Island Walk shall be subject to temporary disruption as Developer may reasonably designate in connection with activities Developer conducts, such as construction or repairs, and other activities conducted on portions of the Property;

(i) Use of the Island Walk shall be in its then "AS IS" condition and any party using the Island Walk does so at their own risk and, to the extent permitted by Florida Law;

(j) Developer shall construct the Island Walk at a minimum elevation of 7.5 feet NGVD and provide sufficient transitions on its Property to adjacent properties at time of construction. After construction of the Island Walk any required change to the transitions due to modifications being made by an abutting property owner shall be the sole responsibility of the abutting property owner;

(k) Developer shall not be denied access at any time across the Island Walk non-exclusive easement except in connection with the Village's temporary and limited exercise of its police power in connection with emergency response, emergency repairs, or crime scene investigation;

(l) Developer may assign its rights and responsibilities relating to the Island Walk to a Governmental Entity; and

(m) Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam - NBV South-West" quadrant within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department.

The Island Walk shall be constructed and maintained at the Developer's, or valid successor entity's, sole cost. To the extent permitted by Florida Law, Developer or a successor entity shall either (1) execute an indemnification agreement holding the Village harmless from claims of parties raised in connection with the Island Walk, in a form reasonably acceptable to the Village Attorney; or (2) obtain and keep current appropriate insurance policies that name the Village as an additional insured under terms reasonably acceptable to the Village's risk manager. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "H" and shall be lit at night.

10. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this

Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval and this Agreement. Further, if federal, state and county laws or ordinances are enacted after the execution of this Agreement which are applicable and preclude Developer's compliance with the terms of this Agreement, then this Agreement shall be construed to the extent possible, in whole or part to comply with relevant federal, state and county laws or ordinances so as to not create a default of this Agreement by Developer.

11. Impact Fees, Payment in Lieu Thereof.

a. The impact fees imposed by the Village that are in effect as of the Eeffective Ddate of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "C." The Village warrants that the impact fees were calculated and adopted in accordance with Section 163.31801, Florida Statutes (2022).

b. It is agreed and understood by the parties that no other impact fees imposed by the Village other than those listed in Exhibit "C" will apply to the development of the Project.

c. The Village shall waive all impact fees associated with the development of any workforce housing units.

d. Payment in Lieu of Impact Fees and Waiver. Subject to Paragraph 4.g, within thirty (30) days of the Village confirming in writing that there is sufficient capacity to serve the Property at the total number of units and floor area set forth in Paragraphs 6a.1 and 6.a.2 of this Agreement, Developer shall pay to the Village the sum of $6,880,000.00 as a partial payment in lieu of impact fees, which sum shall be applied against impact fees owed (when due) in the following manner; the first $1,000,000 shall be applied generally against parks and recreation impact fees (park open space and park improvement impact fees in equal shares); and thereafter second, police impact fees; third, remaining park open space impact fees; fourth, remaining park improvement impact fees; fifth, water impact fees; and sixth, wastewater impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Developer waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Developer shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this Paragraph 11.d that may be applied against impact fees due for any development until such time as the

balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 11.d.

e. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the development of the Project during the Term or any extension of the Term. In the event that the Village decreases any impact fee after the Effective Date of this Agreement, the Village shall apply the decreased impact fee to the Project.

f. In accordance with Section 163.31801 (4)(e) Florida Statutes (2022), unless otherwise provided for in this Agreement, the collection of impact fees shall not occur earlier than the date of issuance of the building permit for the structure that is subject to the fee.

g. The Village agrees that all impact fees paid by the Developer shall be expended no later than seven (7) years from the date of remittance. Any unexpended impact fees shall be refunded to the Developer.

h. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. To the extent allowed under the Village Code, the Developer shall be entitled to impact fee credits for any and all work performed by or donations, including land dedication, site planning and design, or construction, made by the Developer after the Effective Date of this Agreement for which impact fee credits can be awarded.

i. Special Fire Service Contribution. To assist the Village with funding construction of a new Miami-Dade County Fire Station No. 27 within the municipal boundaries of the Village, the Developer shall contribute One Million Three Hundred and Seventy-Five Thousand Dollars ($1,375,000.00) to the Village within 90 days of the Effective Date of this Agreement. The contribution shall be credited against building permit fees or contributions in lieu of building permit fees as described in Paragraph 13.

j. Temporary Fire Services Location. Developer has offered, subject to the execution of a lease between the Developer and Miami-Dade County, the portion of its Property located at 1551 79th~~th~~ Street Causeway for a temporary fire and emergency medical services location for a period of four (4) years from the Effective Date of this Agreement.

12. Density and Community Contribution Fees ("CCF").

a. The maximum density allowed on the Property shall consist of the following components:

Type	Density	Units	CCF per unit(l)	Total CCF

Base	70 dua	903	None	$0
Tier I	71-120dua	645	$5,000	$3,225,000
Tier 2	121-142 dua	285	$10,000	$2,850,000
Voluntary Contribution (2)	143-150 dua	103	$40,000	$4,120,000
Total	150 dua	1,936		$10,195,000

(1) The CCF that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Section 15.2.H.4.a of the ULDC (2022) and detailed in Exhibit "D". The CCF described above represents a reduction of CCF in accordance with Resolution No. 2021-10.

(2) CCF fees have been calculated based on a density of 142 units per acre. In lieu of the CCF due for the 103 dwelling units that result from an increase in density from 142 to 150 units per acre, the Developer has agreed to contribute $4,120,000.0 as set forth in Paragraph 12.b.

The Village shall review the Comprehensive Plan and Land Development Regulations, and if necessary, may consider any amendments necessary to effectuate the terms of this Paragraph 12.

b. Subject to Paragraph 4.g, Developer shall pay to the Village the sum of $4,120,000, in lieu of the CCF that would be due for 103 dwelling units resulting from the increase from 142 dwelling units per acre to 150 dwelling units per acre.

c. Within 90 days of the Effective Date of this Agreement, Developer shall pay the Village the sum of $1,518,750 representing 25% of the total CCF due for Tier I and Tier 2, which payment shall extend the Project Approval through the Term or any extension of the Term of this Agreement subject to compliance with all terms of the Project Approval and this Agreement. Thereafter, prior to obtaining each building permit for base, Tier 1, or Tier 2 residential dwelling units, Developer shall pay the remaining CCF of $2,485.68 per residential dwelling unit (the "Per Unit Fee") to be constructed under such building permit, said amount representing 75% of the CCF due for Tier I and Tier 2 on a per unit basis (75% of total CCF for Tier 1 and Tier 2 up to 142 units per acre divided by 1,833 units).

d. If additional property is added to the Project Approval subsequent to its initial adoption, any additional units sought through bonus density shall not be subject to the reductions set forth in Resolution No. 2021-10.

e. It is agreed and understood by the parties that no community contribution fees other than those described in this Paragraph 12 will apply to the development of the Project.

f. No new community contribution fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the Project during the Term (and any extension to the Term).

13. Alternative Plans Review and Inspections. The Village acknowledges that it is the intent of the Developer to contract with a private provider to provide building code inspection services with regard to this Project and will make payment directly to the private provider for the provision of such services as permitted by Section 553.791, Florida Statutes

(2022). As a result of the use of a private provider, the Village shall reduce the permit fee by the amount of the actual cost savings realized by the Village for any services not performed. Private providers shall provide timely reports of plan review and inspections to the Village. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

14. Marina. Subject to the Village and Developer entering into a mutually acceptable agreement for revenue sharing of 5% of the gross revenue of Developer, its affiliates, subsidiaries, successors, or assigns (including third-party marina operators), from (i) marina dockage mooring fees, and (ii) other marina-related activities on submerged lands adjacent to the Property ("Marina Agreement"), the Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain a marina on submerged lands adjacent to the Property for the benefit of the general public and the Project and the Village shall actively assist the Developer in seeking approvals for a marina on state submerged lands adjacent to the Property. Upon execution of a Marina Agreement acceptable to the Village, the Village confirms its desire for the Developer to take any and all actions necessary to attain submerged land rights and permits for a marina adjacent to the Property and to incorporate the marina into the Project and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the marina and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village shall withhold permits for marina facilities until such time as the Village and Developer enter into a Marina Agreement. Developer may partner with any other governmental or institutional agency other than the Village provided the Village and Developer have executed a Marina Agreement. Developer may partner with any entity or governmental or institutional agency prior to execution of a Marina Agreement subject to Village approval, which shall not be unreasonably withheld. The Village agrees that Developer may partner with any of the following entities without Village approval: educational institutions such as the University of Miami, Florida International University, Nova Southeastern University and Florida Atlantic University; Waterkeepers; Friends of the Everglades; any reputable water taxi company. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

15. Ferry. The Village acknowledges that it is the intent of the Developer to seek an operator for a ferry to provide multi-modal transportation to and from the Property for benefit of

the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to attract an operator for a ferry and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for any ferry stop(s) and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

16. Overwater Pedestrian Walkways. The Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain overwater pedestrian walkways for benefit of the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to build and operate overwater pedestrian walkways and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the overwater pedestrian walkways and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

17. Pedestrian Bridges. The Village acknowledges that it is the intent of the Developer to construct one or more pedestrian bridges across Kennedy Causeway to provide multi-modal transportation to and from the Property for benefit of the general public and the Project. If the Village Commission confirms its desire for the Developer to take any and all actions, to develop one or more pedestrian bridges across 79th~~th~~ Street Causeway, and the Developer commits to (a) developing any such overpass with a notable, iconic design agreed upon by Village and Developer, and (b) opening such overpass for the use of the general public subject to reasonable rules and regulations, the Village agrees to assist Developer in obtaining approvals for the pedestrian overpass, including being the applicant and applying for county, state or federal grants, necessary to construct one or more pedestrian bridges across Kennedy Causeway and the Village will use reasonable efforts to assist the Developer in this program, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The

Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

18. Shoreline Development approval. The Developer shall seek and obtain approval from the Shoreline Development Review Committee of Miami-Dade County, Florida. The Village shall provide written support of the Developer's application to the Shoreline Development Review Committee of Miami-Dade County, Florida.

19. Financing of Improvements and Bond Requirements.

    a. Financing. With respect to the Project improvements which provide a public benefit, specifically those contemplated in Paragraphs 6.a.4, 7.c, 9, 14, 15, 16, 17 and 20 of this Agreement, the Village shall assist the Developer in funding portions of, where practicable in the Village's sole discretion: (1) the creation of a Community Development District or other Governmental Entity; (2) the use of conduit-financing; (3) the use of impact fees and/or community contribution fees generated from this Project or other projects in the Village to the extent specific improvements can be funded by the specific impact fees or community contribution fees; and, (4) application for grants, subject to the Developer's reimbursement of documented expenses incurred by the Village to obtain any such grants.

    b. Bond for Public Facilities. Before the Developer commences public infrastructure or right-of-way improvements, (i) the Developer shall execute, deliver to the Village and record in the public records of Miami-Dade County, a separate payment and performance bond for one hundred ten percent (110%) of the total cost of the improvements made at the time, which bonds shall be in compliance with the terms of Section 255.05, Florida Statutes naming the Village as a beneficiary thereof, as obligee; or (ii) in lieu of such bond, the Developer shall file with the Village an alternative form of security in the form of cash, irrevocable letter of credit, or other security of the type listed in Section 255.05(7) or Part II of Chapter 625, Florida Statutes.

    c. Sea Wall Grant. The Village and Developer shall cooperate to apply grant funding, of up to $3,000,000 that the Village may be eligible for, towards the costs to design and construct improvements to the sea wall abutting the portion of the Property on the north side of 79th Street Causeway to improve resiliency and sustainability (the "Sea Wall Improvements"), so long as applying the grant funding to the Property does not result in an increase in financial costs or significant delays to the Developer's construction of the Sea Wall Improvements or results in the transfer of property rights from the Developer. The sea wall

grant funding is envisioned as a reimbursement of design and construction costs expended to construct the Sea Wall Improvements. Within three (3) days from the Effective Date, the Village shall provide Developer with an estimate of costs and time, and Developer agrees to respond to Village within three days after receiving the estimate to advise the Village whether it considers the costs and timing acceptable. If Developer finds the costs and timing acceptable, the Village and Developer will negotiate further agreements, protocols, or procedures as necessary to effectuate the intent of this Paragraph 19.c. If the Developer finds the costs and timing unacceptable, this Paragraph 19.c will cease to be of any force or effect and neither party shall be bound by its terms. The Village acknowledges that Developer's finding shall be made in Developer's sole discretion and shall not be argued to be bad faith.

20. Community Development District. Pursuant to Chapter 190 Florida Statutes (2022), Developer, at its sole cost and expense, desires to create and Village concurs in the creation of a Community Development District ("CDD"), to be comprised only of owners within the Project boundaries, for the purpose of, without limitation of any rights allowable under Florida Statutes, (i) creating a long term mechanism to ensure the proper operation and maintenance of certain infrastructure and improvements benefitting the Project, (ii) enforcement of non-compliance of maintenance or insurance standards for such improvements, and (iii) financing and managing infrastructure related to and for the benefit of the Project, including but not limited to water and sewer improvements, garages, civic spaces, landscaping and common areas. Among other things, the CDD will develop and publish maintenance standards that shall be imposed on all property owners within the Project. The Village further agrees that it is appropriate to grant the CDD that may hereafter be established with respect to the Project, the right to exercise the powers granted to it by Chapter 190, Florida Statutes (2022), to undertake its own district infrastructure projects inside and outside of its respective boundaries. Developer shall submit a petition to the Village to establish the CDD within two (2) years of the Effective Date of this Agreement. Developer shall establish a Board to control and manage the CDD. Developer understands that to the extent allowed by law, any portion of the Property that becomes public property or otherwise becomes tax exempt shall be exempt from taxes, assessments, user fees, or any other charges imposed by the CDD.

21. Workforce Housing Density Bonus. This paragraph shall meet the requirements of Section 15.2.H of the ULDC (2022).

    a. Definitions supplemental to Paragraph 12 of this Agreement:

        1. "Area Median Income" means the median income level for the Miami- Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, and adjusted for household size.

ii. "Certificate of Qualification" means a certificate approved by the Village or its designee and used by the Developer to establish a Qualified Household's eligibility to purchase or rent a WHU.

iii. "Control Period" means a 30-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

iv. "Covered Development" means the WHUs that shall be developed on the Property.

v. "County" means Miami-Dade County.

vi. "Eligible Household" means a household whose total income is between 80% and 140% of Area Median Income.

vii. "Eligible Household Income" means any income derived by any proposed occupants of a WHU who are 18 years of age or order and who will use the WHU as their primary residence.

viii. "Household" means any natural person who occupies a WHU as their primary residence.

ix. "Market Rate Dwelling Units" means all additional dwelling units in a development that are not WHUs as defined herein.

x. "Qualified Household" means an eligible household that has received a certificate of qualification from the Developer, as verified by the Village.

xi. "WHU" means a workforce housing unit.

b.

Notwithstanding Developer's option to satisfy its workforce housing obligations under this Agreement through the community benefits package outlined in Paragraph 7.d.ii above, Developer nevertheless agrees that in the event Developer obtains required approvals by all governmental entities with jurisdiction and is issued a final non-appealable building permit authorizing construction of the marina described in Paragraph 14 with a minimum of 50 slips, within 36 months of obtaining said approvals, the minimum number of WHUs provided by Developer shall be increased by four percentage points, i.e.: (i) to four percent (4%) of all multi-family residential units located within the Project if Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above or (ii), ~~At all times, a minimum of 6% of all multi-family residential units located within the Project shall be WHUs, except as provided below:~~

~~Within 36 months of Developer obtaining required approvals by all governmental entities with jurisdiction and issuance of a final non-appealable building permit authorizing construction of the marina described in Paragraph 14 with a minimum of 50 slips, the minimum number of WHUs provided by the Developer shall be increased~~ to 10% of all multi-family residential units located within the Project if Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i. above,

provided that:

1. to the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, all WHUs above 6% of all multi-family residential units located within the Project, may be offsite, on property located in North Bay Village that is zoned for multi-family occupancy;
2. to the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above, all offsite WHUs shall be new construction owned and operated by the Developer;
3. all WHUs above 5% of all multi-family residential units located within the Project may be constructed as studio or one-bedroom apartments with a minimum of 500 square feet of tenancy; and
4. all WHUs above 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 100% and 140% Area Median Income.

c. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, Developer agrees that ~~A~~an annual inventory of WHUs shall be provided to the Village and~~. A~~ a minimum of 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 80% and 100% Area Median Income with the balance of the WHUs to be made available for Eligible Households with total income between 100% and 140% Area Median Income. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above, Developer agrees that all WHUs constructed on the 1601-1657 North Treasure Drive properties will be made available for Eligible Households with total income between 100% and 140% Area Median Income.

d. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, Developer shall determine in its sole discretion the location of workforce housing units on the Property so long as at least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more WHUs. A building that satisfies its WHU requirement by contributing an "in-lieu" fee to the Village's workforce housing fund pursuant to Paragraph 7.d.ii above or Section 8.10.2 of the ULDC (2025) shall be considered to contain a WHU for purposes of this Paragraph.

e. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, ~~I~~in each building in which WHUs are being built, the WHUs shall be built simultaneously with or prior to the non-WHUs.

f. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, WHUs shall proportionally contain the same number of bedrooms and quality of construction as non-WHUs in the building in which the WHUs are located.

g. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, ~~T~~the interior building materials and finishes of the WHUs shall be substantially the same type and quality as the non-WHUs in the building in which the WHUs are located.

h. WHUs shall be leased only to Qualified Households during the Control Period. Qualified Households shall be provided leases of a minimum period of 12 months, which shall comply with all applicable federal and state laws. WHU leases shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that qualified household shall report any changes in household size or income during his or her tenancy.

i. The Covered Development may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Completed copies of the Certificate of Qualification, executed by the Developer or their designee, shall be transmitted to the Village for a verification of eligibility by the Village Manager or designee. Upon determination of eligibility by the Developer, the Developer shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household's file and provide a copy of the same to the Village. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household's file along with the Certificate of Qualification.

j. A Certificates of Qualification shall be valid for 12 months. The Village hereby authorizes the Developer to issue Certificates of Qualification for execution by a prospective or current Eligible Household, subject to verification by the Village Manager or designee.

k. Before the expiration of the Control Period, WHUs may only be rented at rents that do not exceed the maximum monthly rent limit as determined and published by U.S. Department of Housing and Urban Development for Miami-Dade County.

l. Developer shall comply with all monitoring requirements established by the Village. The Village may conduct, upon 48-hours' notice to the Developer, an on-site inspection of the Covered Development to review client files for income verification. If a Qualified Household's Eligible Household Income increases above the maximum allowed income levels or a rented WHU is found to be non-compliant, the household may choose to remain in the WHU for the remaining term of the lease, and the property owner or manager shall make the next comparable vacant unit at the Covered Development available to an eligible household at the WHU rent.

m. Developer shall, on an annual basis, furnish the Village with an occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income. The Developer shall permit Village representatives to conduct on-site inspection of the Covered Development, upon

48-hours' notice, to review tenant files for income verification.

n. On or before January I of each year, Developer shall provide an annual report to the Village, demonstrating that all of the occupied WHUs are being leased to Eligible Households and shall execute and submit a sworn statement attesting to the veracity and accuracy of the annual report.

o. Developer is permitted to sell the Property at all times, and the Developer hereby agrees that the WHU and rental restriction requirement outlined herein shall run with the land and continue to apply to the Covered Development following any sale or transfer of the Covered Development through the expiration of the Control Period. Any deed for the transfer of one or more WHUs shall expressly state on its face that the unit(s) is/are restricted by this Paragraph 21 of this Development Agreement. The restrictions of this paragraph shall not be made subordinate to the interest of any mortgagee, lender, or lienor, and any interest in WHUs on the Property taken by such mortgagee, lender, or lienor shall be subject to the restrictions and requirements herein.

p. If the Property is converted into a condominium or other "for sale" project (other than by a subsequent owner after a foreclosure sale of a mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a "for sale" unit, the Developer shall enter into a new covenant in favor of the Village for a "for sale" project in accordance with the current restrictions for such units as established by the Village and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Developer is required to provide a notice of intended conversion in accordance with Section 718.608, Florida Statutes (2022), a right of first refusal to purchase the WHU. Such covenant shall also grant to the Village, among other things, the Village's right of first refusal to purchase any or all of the WHUs in the event that a Qualified Household does not purchase the WHU within six months from the first date Developer or its successors or assigns offers the WHU for sale. In the event Qualified Households or the Village do not exercise their right of first refusal option, the Developer shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

q. The Control Period shall expire 30 years from the date when the WHUs forming part of the Covered Development are first placed into service, as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the Village shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs, and the Developer, or its successors and assigns, may freely lease or sell the Property or individual units at the market rate.

r. Developer shall provide the Village with notice of its intention to commence leasing. The notice shall set forth the number, size, rents, and location of the WHU units. Following the transmittal of the notice of Developer's intention to commence leasing and the initial lease of the WHUs, any subsequent offering of a WHU for lease shall not be subject to the notice requirements set forth in this paragraph. As part of this notice, the Developer and its agents or representatives shall also provide the Village with the contact information for the Developer and

its agents and representatives.

s. Developer shall not discriminate against any person in the exercise of its obligations under this Declaration, and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence, or stalking, national origin, marital status, physical or mental disability, political affiliation, source of legitimate income, or any other factor which cannot be lawfully used. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Developer from denying an Eligible Household an opportunity to lease a WHU unit based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations. Additionally, to the extent permissible by law, the Developer shall not be precluded from providing preference to lease to Eligible Households where one or more members of the Eligible Household is employed in a business located in the Project, or to Qualified Households with at least one household member that meets the eligibility criteria of the Florida Hometown Heroes Loan Program set forth in Exhibit "F ."

t. Where construction has occurred on the Property or any portion thereof pursuant to a lawful permit issued by the Village, and inspections made and approval of occupancy given by the Village, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

22. Reservation of Development Rights. For the Term (and any extension to the Term), the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term (and any extension to the Term) of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fees due to the Village pursuant to law and as affirmed by Paragraph 11 of this Agreement.

    The expiration of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights of the Developer, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

23. Security During Construction. Developer shall secure the Property at all times prior to and during construction consistent with the Village's requirements, as of the Effective Date of this Agreement, for vacant development parcels. Developer shall provide for pest control,

fencing, properly secured wind screens for any vacant portions of the Property not actively under construction to the satisfaction of the Village Manager and subject to existing Village regulations. On or before the declaration of Warning or Watch for a Tropical Depression or storm of greater intensity, Developer shall cause the construction site and materials to be secured so as to minimize the probability of airborne debris.

24. Phasing and Timing. Within twelve (12) months of the Effective Date of this Agreement Developer shall submit to the Village Manager a timetable indicating the timing for the first building permit and the phasing of the construction of the Project. The Village understands that the Developer's submission of the timetable only represents the Developer's intended timetable and phasing plan and may be amended from time-to- time by the Developer in the Developer's sole discretion. The Developer shall inform the Village Manager, in writing, and changes to the timetable indicating the phasing of the construction of the Project. Within no more than two (2) years from the Effective Date of this Agreement, Developer commits to submit a master building permit package for the first master building permit for residential construction of at least 100 units.

25. Public Art.

    a. Developer will include, or cause to be included, the concrete pedestal in the canal west of the Project in the installation of art within the Project's Open Space, provided the Village and all other governmental entities having jurisdiction grant the necessary approvals, including any easement or license for the use of the concrete pedestal. Developer shall develop a concept for the concrete pedestal within two (2) years (subject to approval of the Village Manager, which shall not be unreasonably withheld), obtain construction, Coast Guard, Army Corps of Engineers and environmental permits within five (5) years (if required), and construct the concrete pedestal improvements in seven (7) years. In the event that such approval, easement and/or licenses cannot be obtained, it shall not be deemed a default of this Agreement.

    b. On or before any Certificate of Occupancy for the 1,000th dwelling unit, the Developer shall provide, or shall cause to be provided, and thereafter maintain, a public art component, consisting of multiple art pieces with a total value of at least one million dollars ($1,000,000.00) at time of installation, within the publicly accessible areas of the Project such as, without limitation, the Island Walk, the view corridors, or any other civic spaces and concrete pedestal described in Paragraph 25.a above.

26. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

27. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. Further, as it relates to the enforcement and/or

interpretation of this Agreement, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to (a) this Agreement, including any exhibits attached to this Agreement; (b) any other document or instrument hereafter executed and delivered in connection with this Agreement; or (c) the transactions contemplated by this Agreement. However, this waiver shall not be applicable to any matter relating to the Developer's rights in the Property, including but not limited to matters of eminent domain or the assertion of private property rights by the Developer under the United States Constitution and the Florida State Constitution and applicable Florida statutory and common law. This waiver shall survive the termination or expiration of this Agreement.

28. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at:
Ralph Rosado
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to:
Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141.

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: James Bry
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

With a copy to: CFO
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

John Shubin
Shubin & Bass PA
525 Okeechobee Blvd. Suite 1680
West Palm Beach, FL 33401

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this paragraph shall survive the termination or expiration of this Agreement.

29. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

30. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

31. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

32. Default and Remedies.

    a. Default and Cure. Upon the Village's written notice of any alleged default in Developer's obligations under any section in this Agreement, the Developer shall have no less than thirty (30) days to cure such alleged default. The Developer may request the Village Manager to approve a longer period of time, not to exceed a total cure period of 150 days, to cure such alleged default, where the Village Manager determines that curing such default is impractical or commercially unreasonable within a lesser time frame. The Developer's failure to timely cure shall constitute an event of default and may, at the Village's option

and subject to the Developer's right to request review and initiate the dispute resolution process, result in termination of this Agreement, which termination is subject to any applicable legal or equitable remedies. Upon the Developer's written notice of any alleged default in the Village's obligations under any section in this Agreement, the Village shall have thirty (30) days to cure such alleged default.

b. Request for Review. In the event of an alleged default of the Developer, at any time during the cure period, the Developer may request review of the Village's preliminary determination of a default in writing (the "Request"), by providing written notice to the Village Manager. In the case of an alleged Village default, at the end of the cure period, if the alleged default has not been cured, a Request shall have been deemed to have been filed and the procedures herein invoked.

c. Dispute Resolution.

   i. Initial Meeting. Within seven Business Days after the Village's receipt of the Request, or the deeming of the Request having been filed, the Developer and the Village shall promptly hold an initial meeting to attempt in good faith to negotiate a settlement of the dispute.

   ii. Neutral. If within ten days after the Request, the parties have not negotiated a settlement of the dispute (as evidenced by a written, executed settlement agreement), the parties jointly shall appoint a mutually acceptable neutral person who is not affiliated with either of the parties or any affiliate of the Developer or the Village and who is experienced and knowledgeable in the management and operation of commercial real estate development (the "Neutral"). If the parties are unable to agree upon the appointment of the Neutral within 14 days after the Request, either party may request the American Arbitration Association (the "AAA") to select the Neutral or may require both parties to submit to any procedures of the AAA to select the Neutral, including without limitation the selection of the AAA as the Neutral.

d. Mediation. In order to resolve the dispute, the parties shall develop a non-binding alternative dispute resolution procedure such as mediation or facilitation (the "Mediation") with the assistance of the Neutral. The Neutral shall make the decision as to how, when and where the Mediation will be conducted if the parties have been unable to agree on such matters by the earlier of seven Business Days after the appointment of the Neutral or 21 days after the Request. The parties shall participate in good faith in the Mediation to its conclusion. If the parties resolve their Dispute through their own negotiations or in the Mediation, the resolution shall be reduced to the form of a written settlement agreement which shall be binding upon both parties and shall preclude any litigation with respect to such Dispute. If the parties have not resolved the dispute through the Mediation within 30 days after the Request, then, the dispute resolution shall be deemed final for purposes of this Agreement, and the Developer or the Village may institute litigation or otherwise proceed as permitted by law.

e. Interim Relief. These procedures require that the Developer use these Mediation procedures as a means of resolving a dispute prior to resorting to litigation. Notwithstanding any other provision of this Agreement to the contrary, in the

event either party desires to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or preliminary injunction or other interim equitable relief concerning a dispute, including without limitation, declaratory relief, provisional remedies, special action relief, stay proceedings in connection with special action relief and any similar relief of an interim nature ("Interim Relief"), either before beginning the Mediation procedures or at any point in the Mediation procedures concerning such dispute, such party may initiate the appropriate litigation to obtain such Interim Relief.

f. If either the Developer or the Village fails to fulfill any obligation or covenant set forth in this Agreement, and provided the notice, cure, and mediation procedures of this Paragraph 32 have first been complied with, the other party will be entitled to exercise any or all remedies available under this Agreement, or at law or in equity as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes. The parties expressly acknowledge and agree that either party will have the right to enforce the other party's obligations under this Agreement through an injunction, along with other legal and equitable rights and remedies as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes.

g. While the parties are engaged in the dispute resolution process identified herein, the Village shall continue to process and administer permits, including but not limited to those covered by Paragraph 8 of this Agreement sought by Developer unless: (1) the alleged defaults are material and not *de minimis* violations of this Agreement; and (2) it maintains based on competent evidence that the processing and issuance of the permits would create a legitimate public safety concern that requires immediate suspension of the permit activity or otherwise frustrate the intent of a material provision of this Agreement. Alternatively, the Village may seek court relief to withhold the processing and issuance of the permits at issue.

33. Cancellation and Enforcement. Subject to the procedures of Paragraph 32, enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both, as may be permitted by law. The provisions of this paragraph shall survive the termination of this Agreement.

    In determining the enforcement of this Agreement, the order of precedence of documents shall be first, this Agreement; second, the Project Approval; third, the North Bay Village Comprehensive Plan, and fourth, the ULDC (2022). As such, should there be any conflict(s) with respect to the interpretation and/or enforcement of this Agreement and any of the subordinate documents, then the terms of this Agreement shall prevail.

34. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

35. Estoppel. Each party hereto shall, from time to time, within thirty (30) calendar days following receipt of a written request from the other party, execute and deliver to the other party a certificate stating that this Development Agreement is unmodified and in

full force and effect, or, if modified, that this Development Agreement is in full force and effect as modified, and stating the modifications and stating whether or not, to the best of the certifying party's knowledge, the other party is in default in any respect under this Development Agreement and, if in default, specifying the nature and character of such default.

36. Force Majeure. It shall not constitute a default or a failure to cure if a default or failure to cure is caused by, or results from, any of the following: acts of God; acts of government, strikes, lock-outs, labor troubles, inability to procure materials, adverse weather conditions; declaration of a state of emergency under Section 252.363, Florida Statutes (2022) where the underlying condition directly affects the geographic area of North Bay Village; accidental fire that could not have been prevented through the exercise of reasonable precautions; war; civil unrest; accidents that could not have been prevented through the exercise of reasonable precautions; pandemics; hostile attacks by a third party against computer systems or networks, or other similar events beyond the control of such party (each, a "Force Majeure Event"). The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other party as quickly as practicable of the occurrence of the Force Majeure Event, and shall describe in reasonable detail the nature and estimated duration of the Force Majeure Event and such performance or obligation shall be excused for the time of such delay.

37. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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



LOCATION MAP

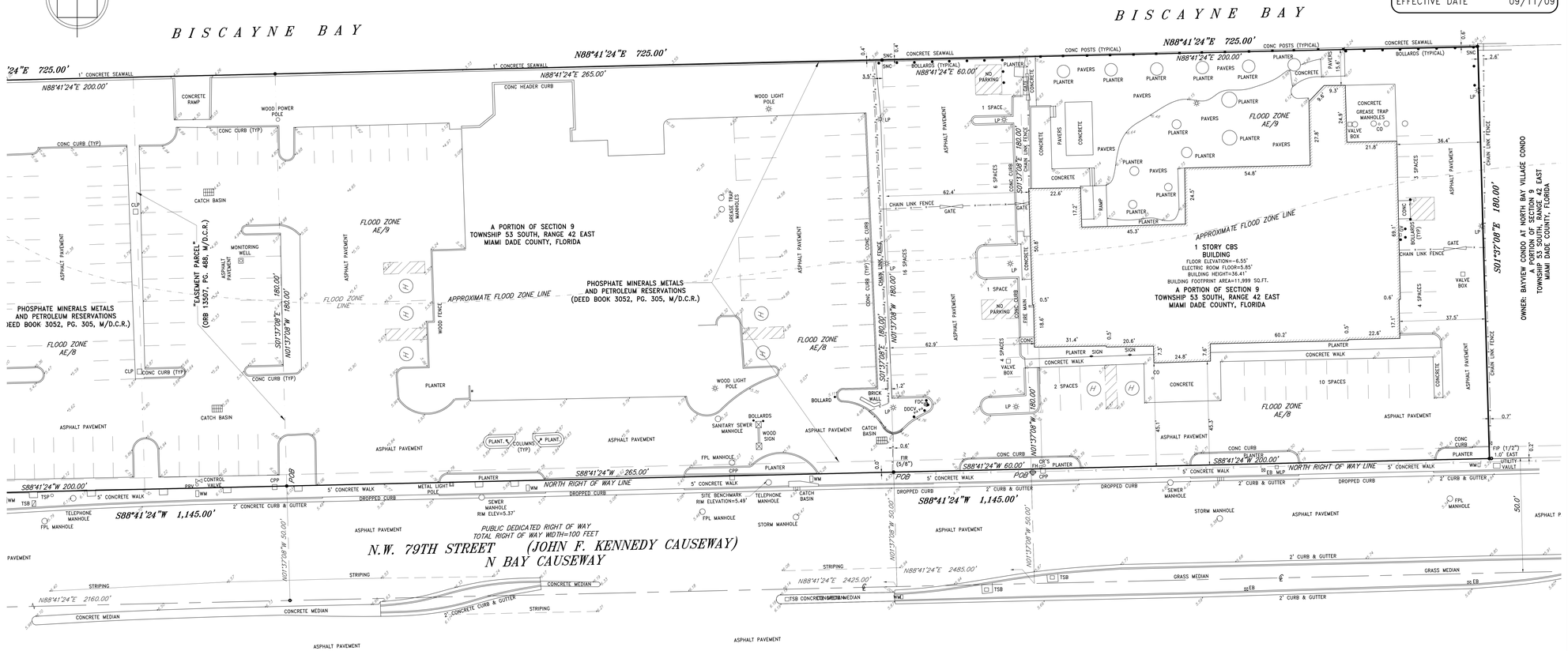
Scale: NTS

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SKETCH OF SURVEY

20 0 20 40
GRAPHIC SCALE IN FEET

FLOOD ZONE INFORMATION	
COMMUNITY NUMBER	120654
PANEL NUMBER	0307 L
ZONE	AE
BASE FLOOD ELEVATION	8 & 9
EFFECTIVE DATE	09/11/09



SEE SHEET 2 OF 3

NOTES :

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. THIS SURVEY WAS DONE SOLELY FOR BOUNDARY PURPOSES AND DOES NOT DEPICT THE JURISDICTION OF ANY MUNICIPAL, STATE, FEDERAL OR OTHER ENTITIES.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PROVIDED BY THE CLIENT.
5. UNDERGROUND IMPROVEMENTS NOT SHOWN.
6. ELEVATIONS SHOWN HEREON ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29).
7. BENCHMARK REFERENCE: MIAMI/DADE COUNTY BENCHMARK P-313, ELEVATION=5.25' (NGVD29)
8. BEARINGS SHOWN HEREON ARE BASED ON THE DEED.

LEGEND:

CKD	CHECKED BY
CONC	CONCRETE
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
SIR	SET IRON ROD & CAP #6448
SNC	SET NAIL AND CAP #6448
FIR	FOUND IRON ROD
FIP	FOUND IRON PIPE
FNC	FOUND NAIL AND CAP
FND	FOUND NAIL & DISC
P.B.	PLAT BOOK
M/D.C.R.	MIAMI/DADE COUNTY RECORDS
-X-	CHAIN LINK/ WOOD FENCE
ELEV	ELEVATION
EB	ELECTRIC BOX
CBS	CONCRETE BLOCK STRUCTURE
-E-	OVERHEAD UTILITY WIRES
A/C	AIR CONDITIONER
ICV	IRRIGATION CONTROL VALVE
CLP	CONCRETE LIGHT POLE
WV	WATER VALVE
CR	CABLE RISER
BFP	BACK FLOW PREVENTER
WM	WATER METER
*3.85	ELEVATIONS
TSB	TRAFFIC SIGNAL BOX
TSP	TRAFFIC SIGNAL POLE
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
CO	CLEAN OUT
PLANT.	PLANTER

I HEREBY CERTIFY THAT THE "SKETCH OF SURVEY" OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED IN THE FIELD UNDER MY DIRECTION IN JANUARY, 2021. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THERE ARE NO ABOVE GROUND ENCROACHMENTS OTHER THAN THOSE SHOWN HEREON, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

FOR THE FIRM, BY: ---------- Digitally signed by Richard E Cousins Date: 2021.12.15 08:39:18 -05'00'

RICHARD E. COUSINS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 4188

SURVEY DATE : 01/11/21

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :
KATZ BARRON
ATTORNEYS AT LAW

1401, 1415, 1555 & 1601
N BAY CAUSEWAY
NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY & IMPROVEMENTS SURVEY	12/10/21	DATA/COLL	AM	REC

PROJECT NO: 9525-21

SCALE : 1" = 20'

SHEET 1 OF 3 SHEETS

SUNBEAM NBV SAP - SURVEY EXHIBIT 01
Scale: NTS

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plusurbia.com

Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client

Site Plan for
Sunbeam NBV SAP
project

Revisions

2022.03.24		Site Plan
2022.06.15		Site Plan
2022.07.12		Site Plan
2022.07.15		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	July 15, 2022

Project data

number	202201
file	20220715 Sunbeam NBV Project SAP-SDCD [24x26]
printed	2022.07.15

Survey Exhibits

AS-1.02

sheet 4 of 12

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SKETCH OF SURVEY

20 0 20 40
GRAPHIC SCALE IN FEET

LEGAL DESCRIPTION:

FOLIO # 23-3209-000-0040

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2485 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE, FROM THE ABOVE ESTABLISHED POINT OF BEGINNING, CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE 200 FEET TO THE POINT OF BEGINNING.

AND FOLIO # 23-3209-000-0031

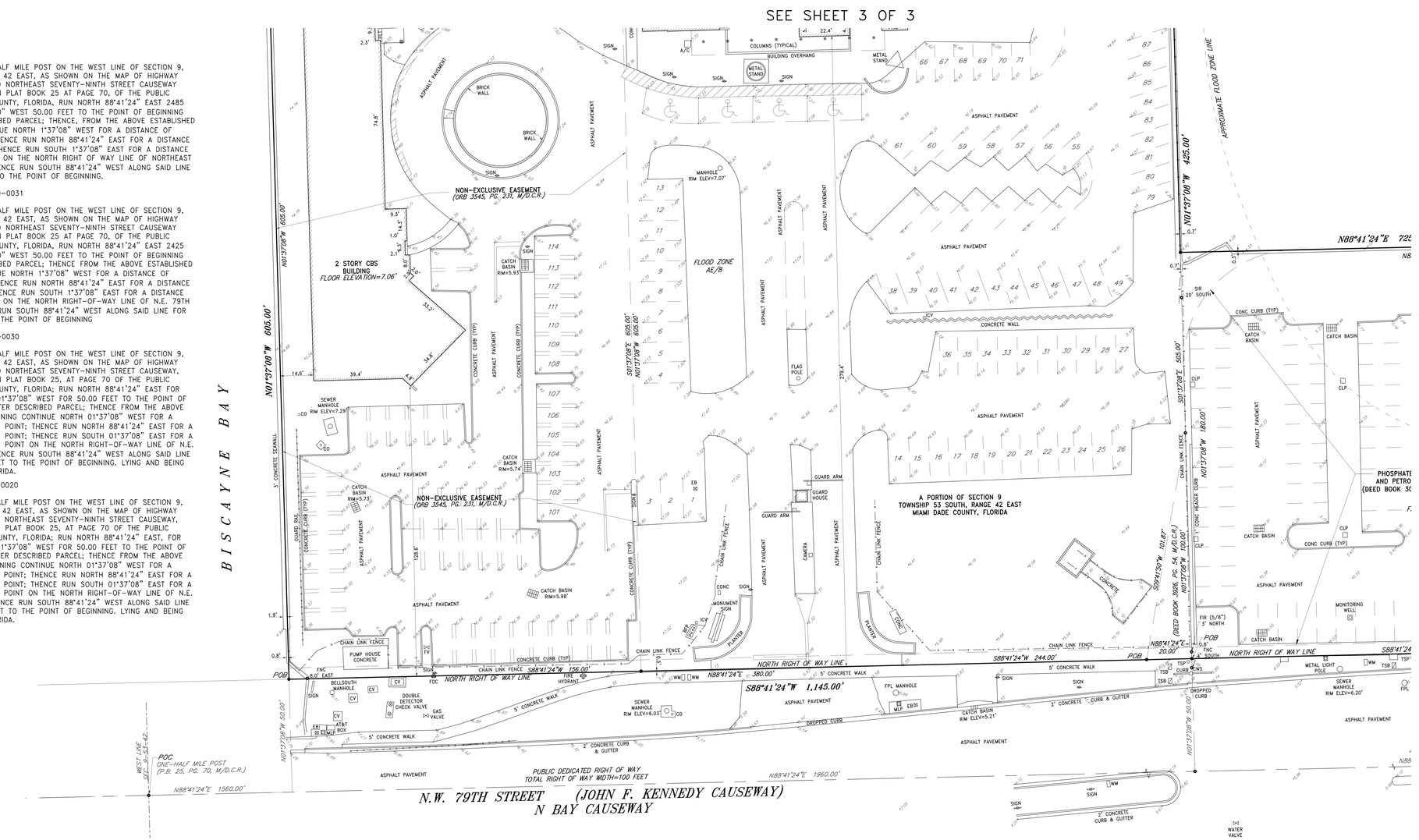
COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25 AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST 2425 FEET; THENCE NORTH 1°37'00" WEST 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 180.00 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 60 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 180.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING

AND FOLIO # 23-3209-000-0030

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST FOR 1960 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 200 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

AND FOLIO # 23-3209-000-0020

COMMENCING AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; RUN NORTH 88°41'24" EAST, FOR 2160 FEET; THENCE NORTH 01°37'08" WEST FOR 50.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING CONTINUE NORTH 01°37'08" WEST FOR A DISTANCE OF 180 FEET TO A POINT; THENCE RUN NORTH 88°41'24" EAST FOR A DISTANCE OF 265 FEET TO A POINT; THENCE RUN SOUTH 01°37'08" EAST FOR A DISTANCE OF 180 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 79TH STREET CAUSEWAY; THENCE RUN SOUTH 88°41'24" WEST ALONG SAID LINE FOR A DISTANCE OF 265 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.



COUSINS SURVEYORS & ASSOCIATES, INC. 3921 SW 47TH AVENUE, SUITE 1011 DAVIE, FLORIDA 33314 CERTIFICATE OF AUTHORIZATION : LB # 6448 PHONE (954) 689-7766 FAX (954) 689-7799	CLIENT : KATZ BARRON ATTORNEYS AT LAW	1401, 1415, 1555 & 1601 N BAY CAUSEWAY NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY & IMPROVEMENTS SURVEY	12/10/21	DATA/COLL	AM	REC

PROJECT NO: 9525-21

SCALE : 1" = 20'

SHEET 2 OF 3 SHEETS

SUNBEAM NBV SAP - SURVEY EXHIBIT 02
Scale: NTS

plusurbia.
plusurbia.com

Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client
project

Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.15		Site Plan
2022.07.12		Site Plan
2022.07.15		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	July 15, 2022

Project data

number	202201
file	20220715 Sunbeam NBV Project SAP-SDCD [24x26]
printed	2022.07.15

Survey Exhibits

AS-1.03

sheet 5 of 12

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SKETCH OF SURVEY

20 0 20 40
GRAPHIC SCALE IN FEET

LAND DESCRIPTION:

FOLIO # 23-3209-000-0201

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 41'24" EAST ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 50 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY; THENCE CONTINUE NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 156 FEET TO A POINT (WHICH IS THE POINT OF BEGINNING OF A PARCEL OF LAND HEREIN DESCRIBED); THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST FOR A DISTANCE OF 244 FEET TO A POINT; THENCE RUN SOUTH 1 DEGREES 37'08" EAST FOR A DISTANCE OF 505 FEET TO A POINT; THENCE RUN SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88 DEGREES 41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 224 FEET TO A POINT; THENCE RUN NORTH 1 DEGREES 37'08" WEST FOR A DISTANCE OF 605 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0201

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, WITH THE CENTER LINE OF THE NORTHEAST 79TH STREET CAUSEWAY AS SHOWN ON PLAT RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 88 DEGREES 41'24" EAST, ALONG THE CENTER LINE OF THE AFORESAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 1,560.0 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY; THENCE RUN NORTH 88 DEGREES 41'24" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF THE NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 88 DEGREES 41'24" EAST ALONG THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST 79TH STREET CAUSEWAY FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 1 DEGREES 37'8" WEST FOR A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 9 DEGREES 41'50" WEST FOR A DISTANCE OF 101.87 FEET TO THE POINT OF BEGINNING; THE SAID PARCEL BEING A TRIANGULAR TRACT OF LAND SHOWN ON THE SKETCH MARKED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION TO PARCELS OF LAND IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA" PREPARED BY M.B. GARRIS, CIVIL AND CONSULTING ENGINEER, MARCH 16, 1953, BEARING NOTATION: "NOTE: THIS SKETCH REVISED 10, FEB. 1954 CORRECTING THE RANGE DESIGNATION FROM RANGE 41 TO RANGE 42" WHICH SKETCH APPEARS IN DEED BOOK 3926 AT PAGE 54.

TOGETHER WITH:

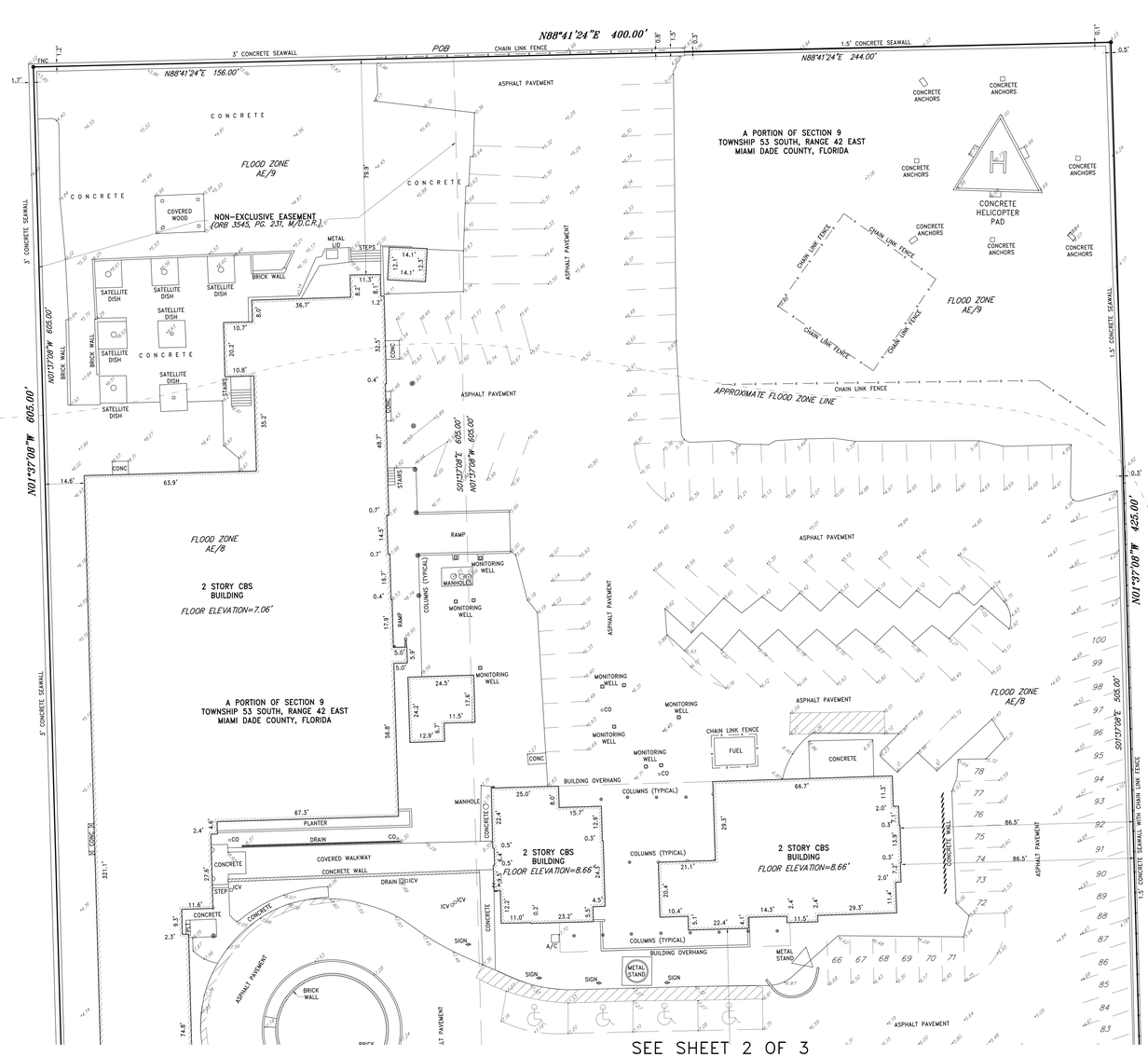
THE NON-EXCLUSIVE EASEMENTS AND OTHER RIGHTS DESCRIBED IN THAT CERTAIN AGREEMENT MADE BETWEEN BISCAYNE TELEVISION CORPORATION, A FLORIDA CORPORATION AND SUNBEAM TELEVISION CORPORATION, A FLORIDA CORPORATION, DATED THE 18TH DAY OF DECEMBER, 1962 AND RECORDED DECEMBER 19, 1962, IN OFFICIAL RECORDS BOOK 3454, PAGE 213, OF THE PUBLIC RECORDS OF MIAMI- DADE COUNTY, FLORIDA, ON, OVER AND UNDER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF SO FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.

AND

FOLIO # 23-3209-000-0200

COMMENCE AT THE ONE-HALF MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 88°41'24" EAST, ALONG THE CENTERLINE OF THE HIGHWAY RIGHT OF WAY OF THE NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A CONTINUED DISTANCE OF 1560 FEET TO A POINT; THENCE RUN NORTH 1°37'08" WEST FOR A DISTANCE OF SO FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 1°37'08" WEST FOR A DISTANCE OF 605 FEET TO A POINT; THENCE RUN NORTH 88° 4112411 EAST FOR A DISTANCE OF 156 FEET TO A POINT; THENCE RUN SOUTH 1°37'08" EAST FOR A DISTANCE OF 605 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE ON THE SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY, THENCE RUN SOUTH 88°41'24" WEST ALONG THE NORTH RIGHT OF WAY LINE OF SAID NORTHEAST SEVENTY-NINTH STREET CAUSEWAY FOR A DISTANCE OF 156 FEET TO THE POINT OF BEGINNING.



SEE SHEET 2 OF 3

COUSINS SURVEYORS & ASSOCIATES, INC.
3921 SW 47TH AVENUE, SUITE 1011
DAVIE, FLORIDA 33314
CERTIFICATE OF AUTHORIZATION : LB # 6448
PHONE (954) 689-7766 FAX (954) 689-7799

CLIENT :
KATZ BARRON
ATTORNEYS AT LAW

1401, 1415, 1555 & 1601
N BAY CAUSEWAY
NORTH BAY VILLAGE, FL 33131

SKETCH OF SURVEY

REVISIONS	DATE	FB/PG	DWN	CKD
BOUNDARY & IMPROVEMENTS SURVEY	12/10/21	DATA/COLL	AM	REC

PROJECT NO: 9525-21

SCALE : 1" = 20'

SHEET 3 OF 3 SHEETS

SUNBEAM NBV SAP - SURVEY EXHIBIT 03
Scale: NTS

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Site Plan
NOT FOR CONSTRUCTION
status

SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141
client

project

Site Plan for
Sunbeam NBV SAP

Revisions

2022.03.24		Site Plan
2022.06.15		Site Plan
2022.07.12		Site Plan
2022.07.15		Site Plan
Rev.	Mk'd	Comment

Issue dates

Issue	Date
	July 15, 2022

Project data

number	202201
file	20220715 Sunbeam NBV Project SAP-SDCD [24x26]
printed	2022.07.15

Survey Exhibits

AS-1.04

sheet 6 of 12

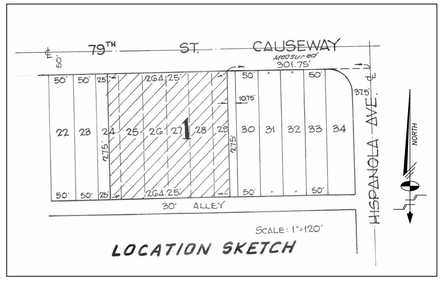
This drawing depicts the design effort of **Plusurbia Design** for this project and is issued for review solely as an instrument of the services being rendered. It remains the property of this office, and shall not be copied reproduced or exhibited unless permission in writing is granted.

GENERAL LEGEND:

- ALUMINUM LIGHT POST
- ALUMINUM LIGHT POST (SINGLE)
- ALUMINUM LIGHT POST (DOUBLE)
- ALUMINUM LIGHT POST (TRIPLE)
- ALUMINUM LIGHT POST (QUAD)
- ANCHOR/GUY WIRE
- BACKFLOW PREVENTER ASSEMBLY
- BENCH MARK
- CABLE TELEVISION BOX
- CATCH BASIN
- CENTERLINE
- DOUBLE DETECTOR CHECK VALVE
- CIRCULAR DRAIN
- COLUMN (CIRCULAR)
- COLUMN (SQUARE)
- CONCRETE LIGHT POLE
- CONCRETE LIGHT POLE (DOUBLE)
- CONCRETE POWER POLE
- CONTROL POINT
- CURB INLET
- ELECTRIC BOX
- ELECTRIC HAND HOLE
- ELEVATIONS (SEE NOTES FOR DATUM)
- FIRE HYDRANT
- FLAGPOLE
- FLOW LINE
- FORCE MAIN MANHOLE
- FORCE MAIN VALVE
- F.P.L ELECTRIC MANHOLE
- F.P.L. TRANSFORMER PAD
- F.P.L. TRANSMISSION POLE
- GAS METER
- GAS PUMP
- GAS MANHOLE
- GAS VALVE
- GREASE TRAP MANHOLE
- GROUND LIGHTING
- GUARD POST
- IRRIGATION HAND HOLE
- IRRIGATION VALVE
- MAILBOX
- MONITOR WELL
- MONUMENT LINE
- P-5 INLET
- P-6 INLET
- PARKING METER
- PEDESTRIAN CROSSING SIGNAL
- PERM PERMANENT REFERENCE MONUMENT
- POST INDICATOR VALVE
- VACUUM BREAKER ASSEMBLY
- PROPERTY LINE
- SANITARY SEWER CLEANOUT
- SANITARY SEWER MANHOLE
- SIAMESE CONNECTION
- SIGN POST
- SPRINKLER PUMP
- STANDPIPE
- STORM SEWER MANHOLE
- STREET LIGHT HAND HOLE
- SWALE INLET
- TELEPHONE BOX (SOUTHERN BELL)
- TELEPHONE HAND HOLE
- TELEPHONE MANHOLE (SO. BELL)
- TELEPHONE PAYPHONE
- TRAFFIC HAND HOLE
- TRAFFIC UTILITY BOX
- TRAFFIC SIGNAL POST
- UNDERGROUND UTILITY MARKER
- UNKNOWN UTILITY MANHOLE
- UNKNOWN UTILITY HAND HOLE
- WATER MANHOLE
- WM WATER METER
- WATER VALVE
- WL WOOD LIGHT POLE
- WOOD POWER POLE
- HANDICAP PARKING
- STROLLER PARKING
- GPM GAS PAINT MARK

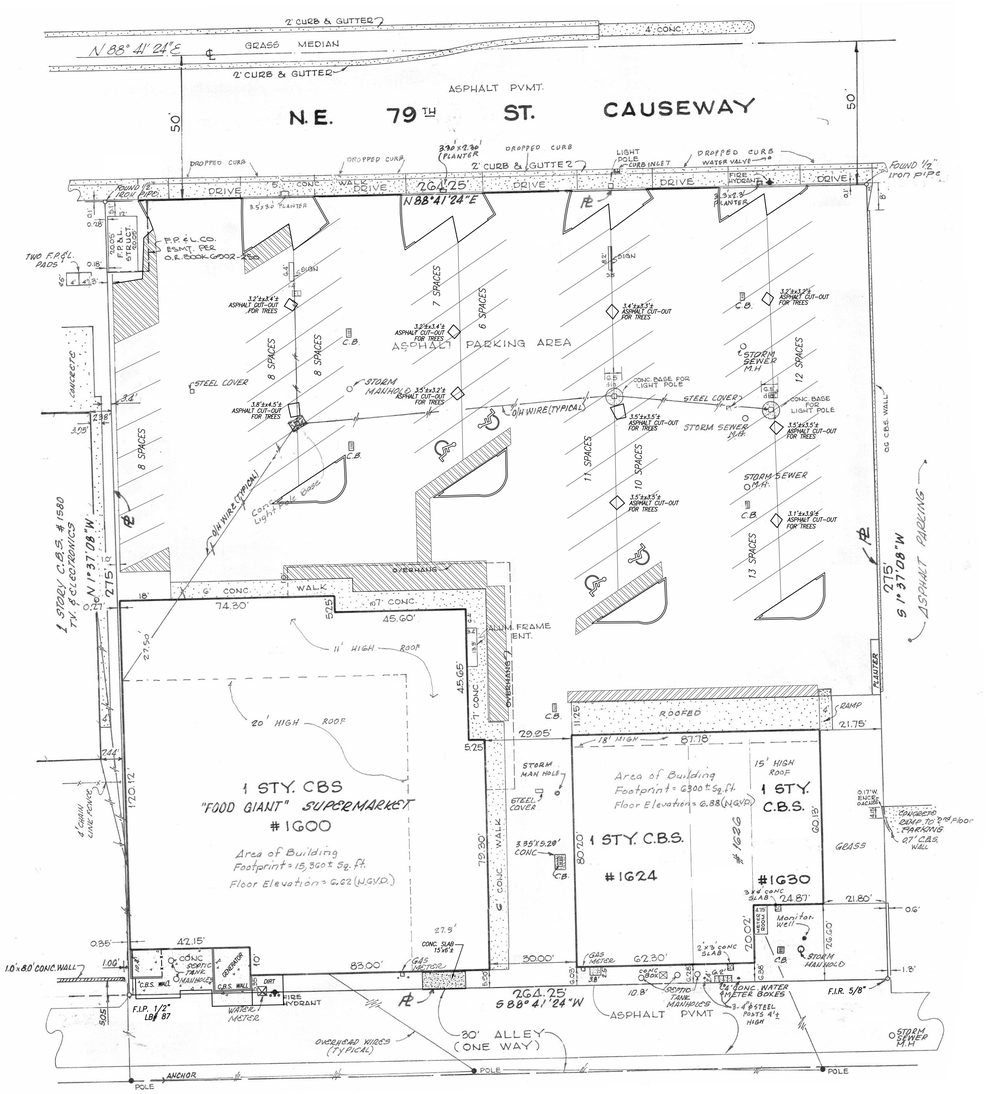
ABBREVIATIONS:

R	denotes RADIUS
Δ	denotes DELTA ANGLE
L	denotes ARC DISTANCE
T	denotes TANGENT DISTANCE
PCP	denotes PERMANENT CONTROL POINT
PRM	denotes PERMANENT REFERENCE MONUMENT
PB	denotes PLAT BOOK
PG	denotes PAGE
POC	denotes POINT OF COMMENCEMENT
POB	denotes POINT OF BEGINNING
OHW	denotes OVERHEAD UTILITY WIRES
ORB	denotes OFFICIAL RECORDS BOOK
PC	denotes POINT OF CURVATURE
CBS	denotes CONCRETE BLOCK STRUCTURE
CONC	denotes CONCRETE
C/LF	denotes CHAINLINK FENCE
WF	denotes WOOD FENCE
I.P.	denotes IRON PIPE/IRON PIPE
S.I.P.	denotes SET IRON PIPE & LB-87 CAP
F.N.D.	denotes FOUND NAIL & BRASS DISC
S.N.D.	denotes SET LB-87 NAIL & BRASS DISC
CL	denotes CLEAR
ENCR	denotes ENCROACHMENT
CI	denotes CURB INLET
GPM	denotes GAS PAINT MARK
(D)	denotes DEED DISTANCE
(L)	denotes DISTANCE BY LEGAL DESCRIPTION
(M)	denotes MEASURED DISTANCE
(R)	denotes RECORD OR PLATTED DISTANCE
C.B.	denotes CATCH BASIN
MH	denotes MANHOLE
STY	denotes STORY
CBS	denotes CONCRETE BLOCK STRUCTURE
CONC	denotes CONCRETE
℄	denotes CENTERLINE
℘	denotes PROPERTY LINE



LOCATION SKETCH

20 0 10 20 40
(IN FEET)
1 INCH = 20 FT



NOTES:

1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF NORTH 88 DEGREES 41 MINUTES 24 SECONDS EAST ALONG THE CENTERLINE LINE OF NORTHEAST 79th STREET.
2) THE AREA OF PROPERTY SHOWN HEREON= 1.67 ± ACRES
3) UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
4) PREPARED FOR: SUNBEAM
5) THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
6) PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD ZONE "AE (ELE. 8)", PER F.I.R.M. COMMUNITY PANEL NO. 120654, MAP NUMBER 12086C0307L, MAP DATED 09-11-2009.
7) VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND ITEMS.
8) DISTANCES ALONG BOUNDARY OF SUBJECT PROPERTY ARE RECORD AND MEASURED UNLESS OTHERWISE STATED.
9) SHOWN HEREON ARE PLOTTABLE EASEMENTS AND RIGHTS OF WAY REFLECTED AS EXCEPTION IN THE TITLE COMMITMENT (ORDER No. 9633947) ISSUED BY CHICAGO TITLE INSURANCE COMPANY. AND DATED JUNE 7, 2021 AT 11:00 P.M.
10) SUBJECT PROPERTY CONTAINS 87 PARKING SPACES, INCLUDING 4 HANDICAP SPACES
11) FOLIO NUMBER: 23-3209-010-0240 AND 23-3209-010-0270 MIAMI DADE PROPERTY APPRAISER.

LEGAL DESCRIPTION:

THE EAST 1/2 OF LOT 24, ALL OF LOTS 25, 26, 27 AND 28 INCLUSIVE AND THE WEST 39.25 FEET OF LOT 29, BLOCK 1, COMMERCIAL ADDITION TO TREASURE ISLAND, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LYING AND BEING IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

NOTES REGARDING SCHEDULE B – SECTION II TITLE COMMITMENT (ORDER No. 9633947) ISSUED BY CHICAGO TITLE INSURANCE COMPANY. AND DATED JUNE 7, 2021 AT 11:00 P.M.

ITEM 5: ROADS RIGHTS-OF-WAY DEDICATIONS AND RELATED REVERSIONARY RIGHTS RESERVATIONS AS CONTAINED ON THE PLAT OF COMMERCIAL ADDITION TO TREASURE ISLAND, RECORDED IN PLAT BOOK 52, PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SHOWN ON SURVEY.
ITEM 6: EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY, RECORDED JUNE 30, 1970 IN OFFICIAL RECORDS BOOK 6902, PAGE 250. SHOWN ON SURVEY.

CERTIFIED TO:

- SUNBEAM TELEVISION CORPORATION, A FLORIDA CORPORATION
- CHICAGO TITLE INSURANCE COMPANY
- KATZ, BARRON, SQUITERO, FRIEDBERG, ENGLISH & ALLEN, P.A. DBA KATZ BARRON.
- SUNBEAM 1600-1624 79TH STREET LLC, A FLORIDA LIMITED LIABILITY COMPANY

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2021 AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 7(b)(1), 7(c) 8, 9, 10 AND 11(A), AND 14 OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.
THIS SURVEY COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Schwebke-Shiskin & Associates, Inc. Mark S Johnson

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. #4775

By: Mark Steven Johnson
MARK STEVEN JOHNSON
PROFESSIONAL LAND SURVEYOR #4775 STATE OF FLORIDA

MARK STEVEN JOHNSON No. 4775 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS ENGINEERS LAND SURVEYORS
340 CORPORATE WAY, MIRAMAR, FLORIDA 33025
TEL: (954) 435-7010 FAX: (954) 438-3308
CERTIFICATE OF AUTHORIZATION No. LB-87

NOTE: This sketch is not valid unless it bears the signature and original raised seal of a Florida licensed surveyor and mapper.

THIS IS A BOUNDARY SURVEY

ALTA/NSPS LAND TITLE SURVEY

THE EAST 1/2 OF LOT 24, ALL OF LOTS 25, 26, 27 AND 28 INCLUSIVE AND THE WEST 39.25 FEET OF LOT 29, BLOCK 1, COMMERCIAL ADDITION TO TREASURE ISLAND, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 52, PAGE(S) 84, PUBLIC RECORDS OF MIAMI-DADE, FLORIDA.

LYING AND BEING IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, CITY OF NORTH BAY VILLAGE, MIAMI-DADE COUNTY, FLORIDA.

Drawn By: RWA | Digital Date: 10/12/1981 | Checked By: Jaw
Order No. 140761 | F.B. No.: 1876 | Scale: 1"=20'
File No. AJ-18648 | Sheet 1 of 1 Sheet(s)

REVISIONS

Rev.	Mk'd	Comment
2022.03.24		Site Plan
2022.06.15		Site Plan
2022.07.12		Site Plan
2022.07.15		Site Plan

Issue	Date
	July 15, 2022

FILE NO. AJ-18648

plusurbia.
plusurbia.com

client: SUNBEAM
1401 79th Street Causeway
MIAMI, FL 33141

project: Site Plan for Sunbeam NBV SAP

status: Site Plan NOT FOR CONSTRUCTION

Project data

number	202201
file	20220715 Sunbeam NBV Project SAP-SDCD [24x26]
printed	2022.07.15

Survey Exhibits

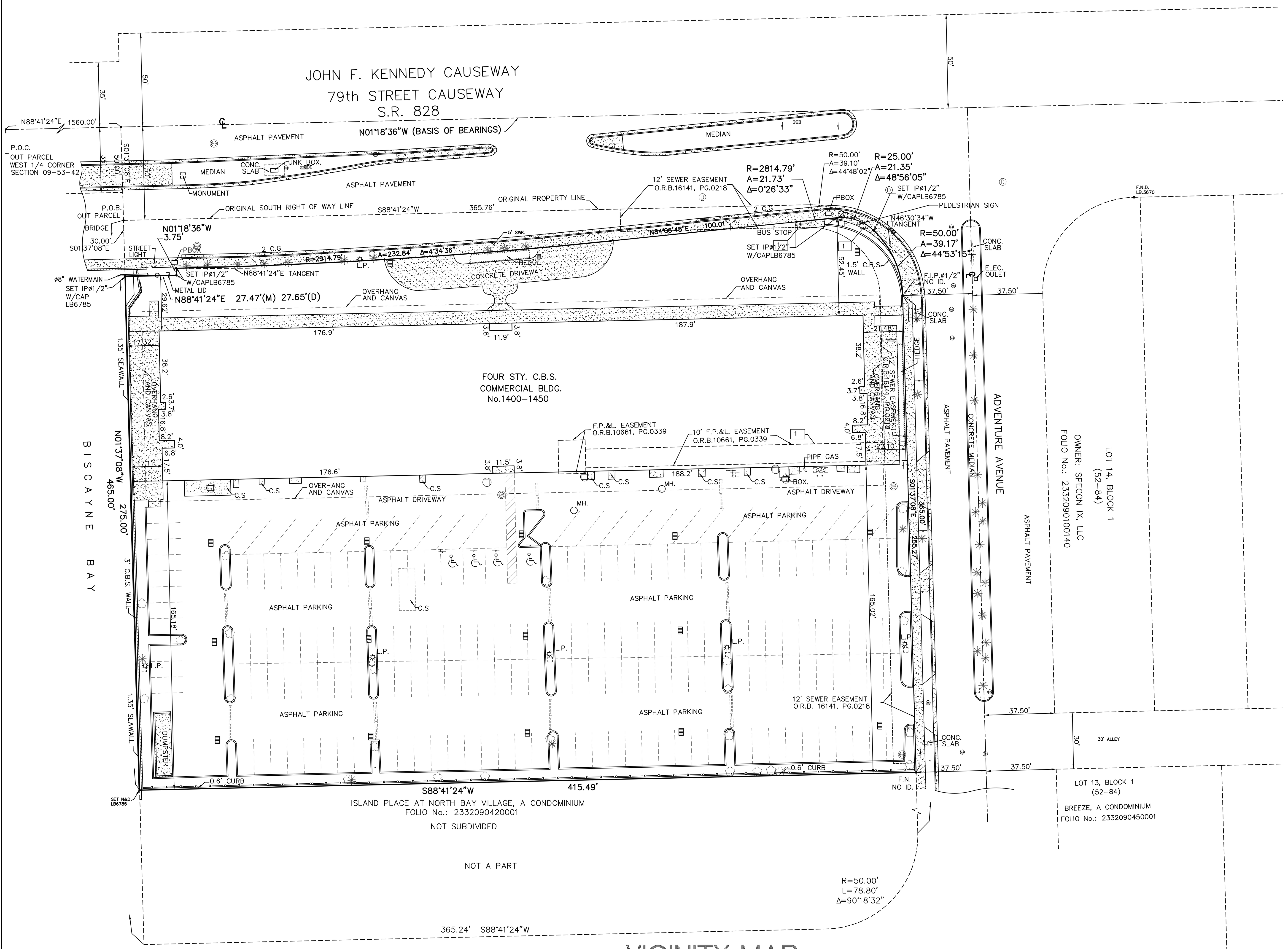
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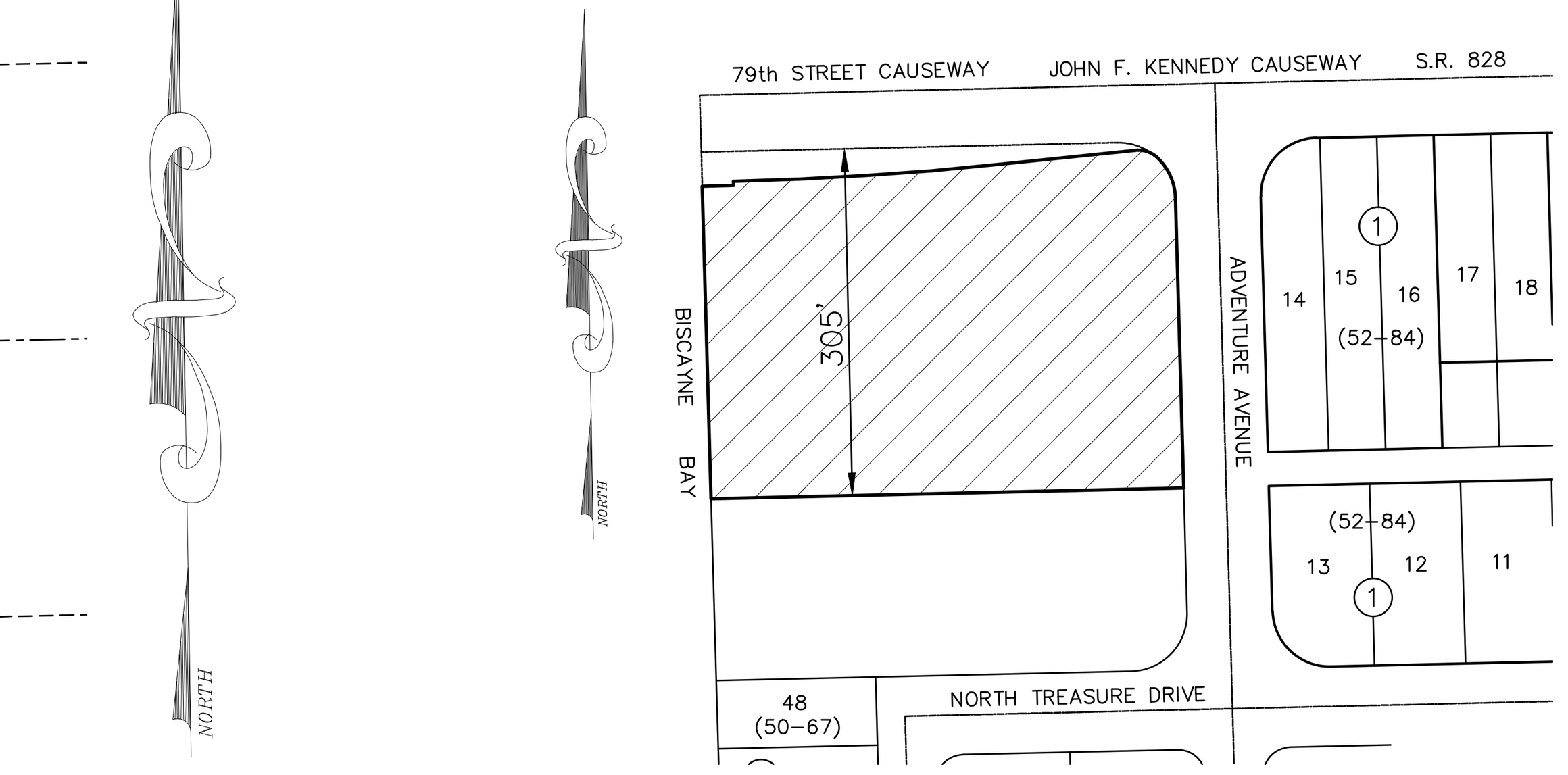
sheet 7 of 12

SUNBEAM NBV SAP - SURVEY EXHIBIT 04
Scale: NTS

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MAP OF BOUNDARY SURVEY





SCALE 1":30'

LEGAL DESCRIPTION (As per Warranty Deed)

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'28" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'08" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'08" WEST 465.00 FEET TO THE POINT OF BEGINNING;
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 828 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9, RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°37'08" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 828 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1°37'08" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41'24" EAST, A DISTANCE OF 27.65 (DEED), 27.47 (FIELD); THENCE NORTH 1°18'36 WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2914.79 FEET AN ARC DISTANCE OF 232.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°06'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 21.73 FEET THROUGH AN ANGLE OF 00°26'33" TO A POINT OF COMPOUND CURVE, SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID RADIAL RETURN HAVING A CENTRAL ANGLE OF 89°40'30" (DEED), 89°41'28" (FIELD), AN ARC DISTANCE OF 39.10 FEET THROUGH AN ANGLE OF 44°48'02" TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

LEGAL DESCRIPTION

THE NORTH 305 FEET OF THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:
COMMENCING AT THE 1/2 MILE POST ON THE WEST LINE OF SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, AS SHOWN ON THE MAP OF HIGHWAY RIGHT-OF-WAY OF PROPOSED NORTHEAST 79th STREET CAUSEWAY WHICH SAME IS RECORDED IN PLAT BOOK 25, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, RUN NORTH 88°41'24" EAST ALONG THE CENTER LINE OF THE ABOVE RIGHT-OF-WAY 1560 FEET; THENCE SOUTH 1°37'08" EAST 50.00 FEET TO THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY, WHICH POINT OF INTERSECTION IS THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT OF LAND:
THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN NORTH 88°41'24" EAST ALONG THE SOUTH LINE OF THE ABOVE RIGHT-OF-WAY 365.76 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 89°41'28" FOR AN ARC DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY; THENCE SOUTH 1°37'08" EAST 365.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THENCE TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°18'32" FOR AN ARC DISTANCE OF 78.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°41'24" WEST 365.24 FEET; THENCE NORTH 1°37'08" WEST 465.00 FEET TO THE POINT OF BEGINNING;
LESS AND EXCEPT THEREFROM
A PARCEL OF LAND LYING SOUTH OF AND ADJACENT TO THE EXISTING RIGHT-OF-WAY FOR STATE ROAD 828 IN SECTION 9, TOWNSHIP 53 SOUTH, RANGE 42 EAST, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 9, RUN NORTH 88°41'24" EAST ON THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 1,560.00 FEET; THENCE SOUTH 1°37'08" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT- OF-WAY LINE FOR THE AFOREMENTIONED STATE ROAD 828 AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 1°37'08" EAST A DISTANCE OF 30.00 FEET; THENCE NORTH 88°41'24" EAST, A DISTANCE OF 27.65 (DEED), 27.47 (FIELD); THENCE NORTH 1°18'36 WEST A DISTANCE OF 3.75 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE NORTH AND HAVING A TANGENT BEARING OF NORTH 88°41'24" EAST THROUGH SAID POINT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 4°34'36" AND A RADIUS OF 2914.79 FEET AN ARC DISTANCE OF 232.84 FEET TO THE END OF SAID CURVE; THENCE NORTH 84°06'48" EAST A DISTANCE OF 100.01 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE EASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 2°26'33" AND A RADIUS OF 2814.79 FEET, AN ARC DISTANCE OF 21.73 FEET TO A POINT OF COMPOUND CURVE, SAID COMPOUND CURVE BEING A 25 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ON SAID 25 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 48°56'05", AN ARC DISTANCE OF 21.35 FEET TO THE END OF SAID RADIAL RETURN AND A POINT ON A 50 FOOT RADIAL RETURN CONCAVE TO THE SOUTHWEST AND HAVING A TANGENT BEARING OF NORTH 46°30'34" WEST THROUGH SAID POINT; THENCE NORTHWESTERLY ON SAID 50 FOOT RADIAL RETURN HAVING A CENTRAL ANGLE OF 44°48'02", AN ARC DISTANCE OF 39.10 FEET TO THE END OF SAID RADIAL RETURN; THENCE SOUTH 88°41'24" WEST ON A LINE 50 FEET SOUTH OF AND PARALLEL TO THE EAST-WEST 1/4 SECTION LINE OF SAID SECTION 9, A DISTANCE OF 365.76 FEET TO THE POINT OF BEGINNING OF THE ABOVE DESCRIBED EXCEPTED PARCEL.

SURVEYOR'S REPORT:

1) Survey Type: Boundary Survey.
2) Legal description as shown on Schedule "A" of the Title Commitment prepared by First American Title Company, AGENT FILE No.: 34513-0006; FAST FILE No.: 1062-2766920, Dated June 22, 2012 at 11:59 P.M. It is the opinion of this surveyor, that the Legal Description as shown on Schedule "A" of said Title Commitment contains ambiguities. For that matter a differing legal description is shown hereon. FR Aleman and Associates, Inc., was not provided with an updated Opinion of Title for this Updated Survey.
3) Flood Zone: AE, Elevation 8' as per Firm: Community Number: 120654 Panel: 0107, City of North Bay Village, Suffix: L Map Revised September 11, 2009 Map Number: 12086C307L
4) Property Address: 1400-1440 79th Street Causeway, North Bay Village, Florida 33141
5) Basis of Bearings: Bearings are referred to an assumed value of N88°41'24"E along the centerline of John F. Kennedy Causeway.
6) This survey is subject to easements and other restrictions or dedications which might be reflected in a search of title to the subject lands.
7) There are no party walls and no observable, above ground encroachments other than the one described hereon. Statement of Encroachment: Existing concrete sidewalk and bus stop encroach onto subject property as shown on survey map. Existing Four Story CBS Building encroaches onto 10' FP&L Easement.
8) The relative positional precision for this survey was found to be better than the maximum allowable relative positional precision as per section 3 e (v.) of the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys.
9) Updated on May 24, 2022 to include new Trees, Light Poles, Water Valves, Cleanouts, Water Meters, Gas Meters and Wire Pull Boxes.

I HEREBY CERTIFY:

THAT THIS ATTACHED BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

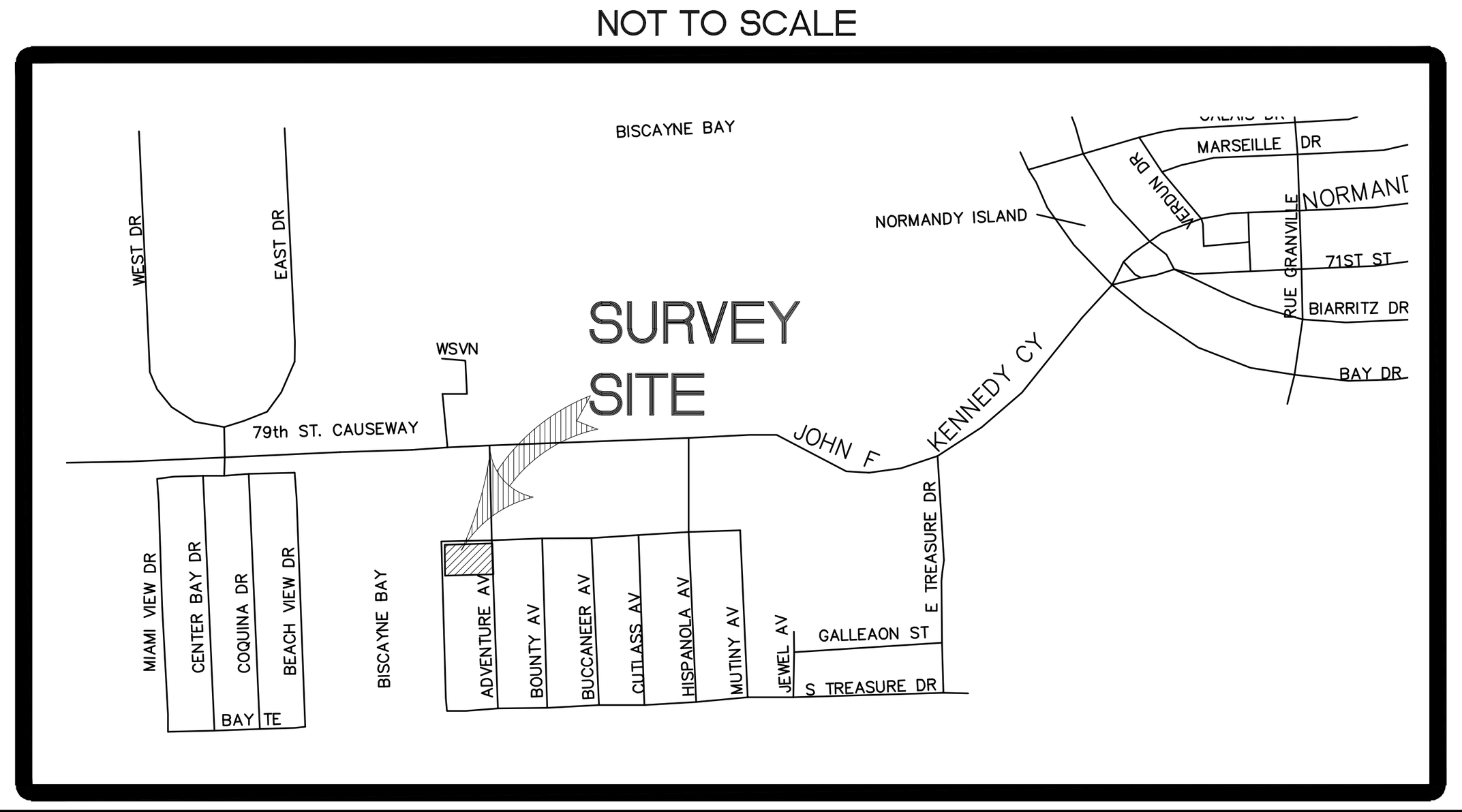
Digitally signed by Gaspar A Lobaina
Date: 2022.06.13 14:25:07 -04'00'
Gaspar Lobaina, P.E., PLS
Professional Land Surveyor #2873
State of Florida
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LAST DAY FIELD WORK : May 24, 2022
SIGNED : June 13, 2022
FIELD BOOK: 959, page 48-49
CAD FILE: 3359 WO-1.DWG

CERTIFIED TO:
Sunbeam Properties, Inc.

FLOOD ELEVATION INFORMATION:
DATE OF FIRM: 09-11-09
COMMUNITY No: 120654
PANEL: 0307 SUFFIX: L
ZONE: AE BASE FLOOD ELEVATION: 8'

VICINITY MAP
NOT TO SCALE



ADDITION OR DELETIONS TO THIS BOUNDARY SURVEY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES AS PER CHAPTER 472.027 FLORIDA STATUTES AND CHAPTER 5J17 OF THE FLORIDA ADMINISTRATIVE CODE.

ABBREVIATIONS AND LEGEND

- Tree
- Palm
- L.P. Light Pole
- Wire Pull Box
- Guy Pole
- Fire Hydrant
- Sanitary Manhole
- Single Support Sign
- Catch Basin
- Water Valve
- Bench
- Cleanout
- Gas Meter
- Water Meter
- Backflow Preventer
- Water Valve FDG
- Bicycle Rack
- Drainage Manhole
- Pedestrian Signal Head
- Bump

A/C = AIR CONDITIONING PAD
A = ARC DISTANCE
BLDG. = BUILDING
C.B. = CATCH BASIN
C.B.S.= CONCRETE BLOCK STRUCTURE
C.G. = CURB & GUTTER
CH. = CHORD DISTANCE
CONC. = CONCRETE
C.S. = CONCRETE SLAB
E.T.P.= ELECTRIC TRANSFORMER PAD
F.E. = FLOOR ELEVATION
F.H. = FIRE HYDRANT
F.I.P.= FOUND IRON PIPE
F.N. = FOUND NAIL
F.N.D.= FOUND NAIL & DISK
F.R. = FOUND REBAR
L.P. = LIGHT POLE
M.D.E.= MAINTENANCE & DRAINAGE EASEMENT
MEAS. = MEASURED
M.S. = METAL SHED ON CONCRETE
N.T.S.= NOT TO SCALE
NO ID.= NO IDENTIFICATION NUMBER
O.E.L.= OVERHEAD ELECTRIC LINE
P.B. = PLAT BOOK
PG. = PAGE
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
PL. = PLANTER
R. = RADIUS
RES. = RESIDENCE
S.I.P.= SET IRON PIPE No. LS. 5184
S.R. = SET ROD No. LS. 5184
STY. = STORY
SWK. = SIDEWALK
U.E. = UTILITY EASEMENT
U.P. = UTILITY POLE
V.G. = VALLEY GUTTER
℄ = CENTER LINE
M = MONUMENT LINE
Δ = CENTRAL ANGLE
= WOOD FENCE
—X— = CHAIN LINK FENCE
= C.B.S. WALL
0.00 = EXISTING ELEVATION
Ø = DIAMETER

REVISIONS	BY
UPDATE 7-11-17	
UPDATE 5-24-22	

1400-1440 79th STREET CAUSEWAY, NORTH BAY VILLAGE, FLORIDA 33141
Sunbeam Properties, Inc.
A FLORIDA LIMITED LIABILITY COMPANY

F.R. Aleman And Associates, Inc. LB #6785
Consulting Engineers and Surveyors
10305 NW 41ST STREET, SUITE 200
MIAMI , FLORIDA 33178
TEL. (305) 591-8777 FAX. (305)599-8749

F.R. ALEMAN

DATE 09-17-12
SCALE 1"=30'
DRAWN T.F.
JOB: 2414WO3
SHEET 1 OF 1 SHEETS

plusurbia.
plusurbia.com

status: ***Site Plan NOT FOR CONSTRUCTION***

client: ***SUNBEAM***
1401 79th Street Causeway
MIAMI, FL 33141

project: ***Site Plan for Sunbeam NBV SAP***

Revisions

2022.03.24		**Site Plan**
2022.06.15		**Site Plan**
2022.07.12		**Site Plan**
2022.07.15		**Site Plan**
Rev.	**Mk'd**	**Comment**

Issue dates

Issue	**Date**	July 15, 2022

Project data

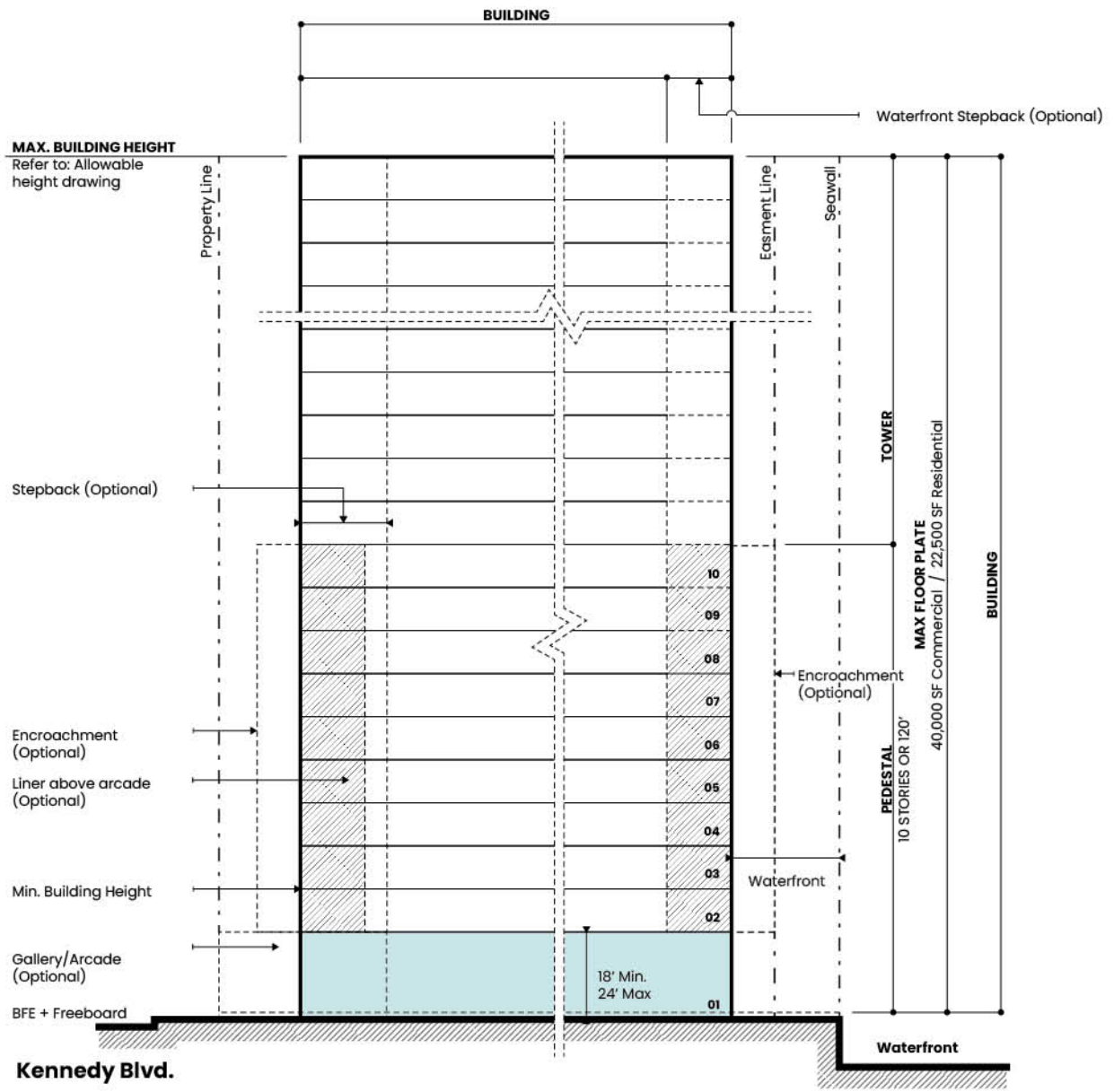
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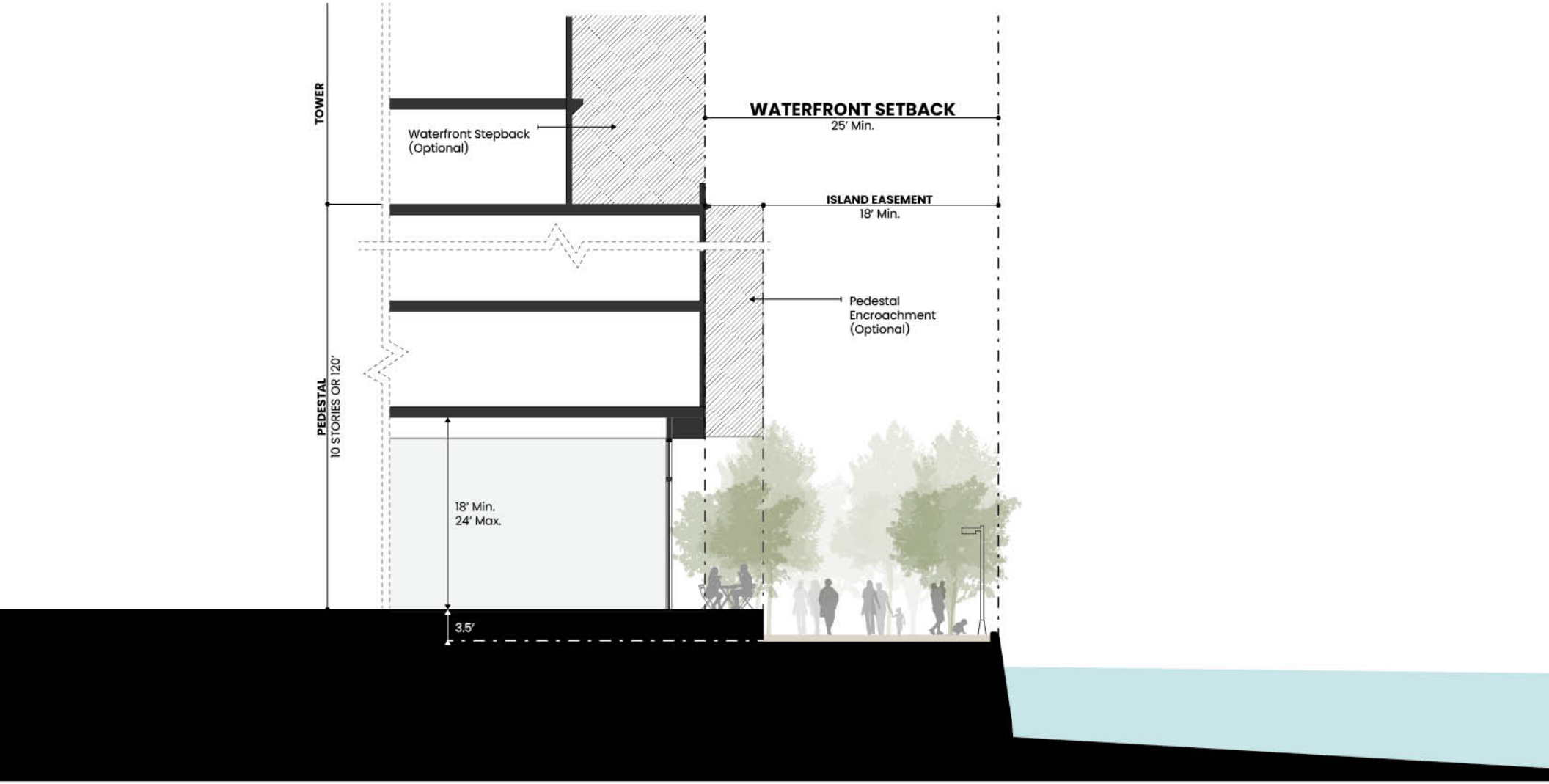
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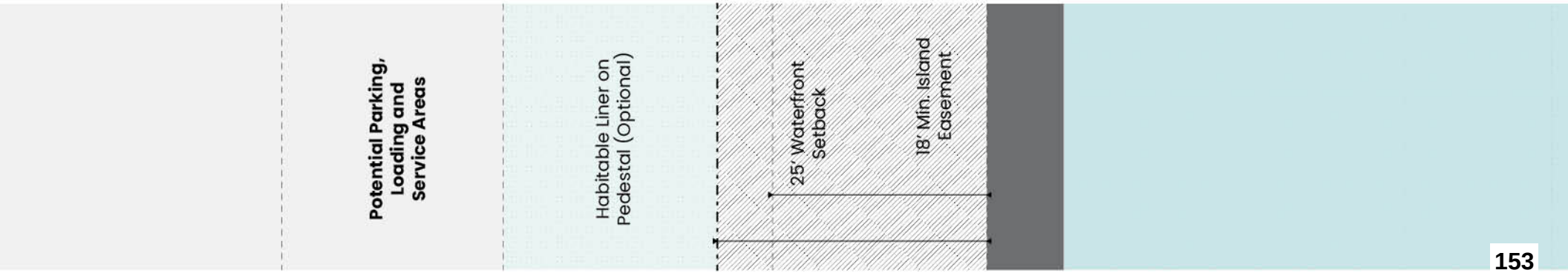
AS-1.06

sheet 8 of 12

SUNBEAM NBV SAP - SURVEY EXHIBIT 05
Scale: NTS


BUILDING
Waterfront Stepback (Optional)
MAX. BUILDING HEIGHT
Refer to: Allowable height drawing
Property Line
Easment Line
Seawall
TOWER
MAX FLOOR PLATE
40,000 SF Commercial / 22,500 SF Residential
BUILDING
Stepback (Optional)
10
09
08
07
06
05
04
03
02
01
Encroachment (Optional)
Encroachment (Optional)
Liner above arcade (Optional)
PEDESTAL
10 STORIES OR 120'
Min. Building Height
Waterfront
Gallery/Arcade (Optional)
18' Min.
24' Max
BFE + Freeboard
Waterfront
Kennedy Blvd.


TOWER
PEDESTAL
10 STORIES OR 120'
Waterfront Stepback
(Optional)
WATERFRONT SETBACK
25' Min.
ISLAND EASEMENT
18' Min.
Pedestal
Encroachment
(Optional)
18' Min.
24' Max.
3.5'


Potential Parking, Loading and Service Areas
Habitable Liner on Pedestal (Optional)
25' Waterfront Setback
18' Min. Island Easement

ORDINANCE NO. 2025-3749

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

WHEREAS, on October 11, 2022, the Village Commission adopted Ordinance No. 2022-11, which created the "Sunbeam Special Area Plan" zoning designation, adopted the "Appendix A, Sunbeam NBV Special Area Plan" regulations (the "SAP Regulations"), and rezoned the properties identified by folio numbers 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, and 23-3209-010-0270 (the "SAP Property") to "Sunbeam Special Area Plan"; and

WHEREAS, as adopted, Appendix A provides regulations for the use and development of land, including specifically, regulations (i) requiring the development of workforce housing within the SAP Property and providing for certain community contribution fees; (ii) limiting the height of rooftop structures and equipment, and the percentage of rooftop area that can be devoted to such structures and equipment; and (iii) limiting the height of building pedestals; and

WHEREAS, the various owners of the SAP Property have applied to the Village seeking to amend the SAP Regulations to: (i) clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the *amended* Sunbeam North Bay Village SAP Development Agreement to be considered contemporaneous with the Village Commission's consideration of this Ordinance; (ii) increase the permissible height of rooftop structures and equipment to 30 feet, and the percentage of rooftop area that can be devoted to such structures and equipment to 50%; (iii) increase the permissible pedestal height of buildings within the Sunbeam NBV North portion of the SAP Property to ten stories or 120 feet; and (iv) establish permitted construction hours, from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited: (1) before 8 a.m. Monday through Friday, (2) after 5 p.m. Monday through Saturday, and (3) before 9 a.m. on Saturday, subject to a prohibition on construction activities on Sundays or national holidays unless there is an emergency as determined by the Village Manager; all as set forth in detail in Exhibit "A"; and

WHEREAS, Staff has reviewed the application for proposed amendments to the SAP Regulations, and determined that they satisfy the conditions of Sections 4.2 and 4.18 of Chapter 4 and Chapter 15 of the ULDC, and recommends approval of the proposed amendments; and

WHEREAS, on July 2, 2025, at a duly noticed public hearing, the Planning and Zoning Board, sitting in its capacity as the Local Planning Agency, reviewed this Ordinance, found that it is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, this Ordinance was presented to the Village Commission in two readings, with the public hearing conducted for second reading on _____; and

WHEREAS, after due notice and hearing, the Mayor and Commission find that adoption of this Ordinance is consistent with the Village's Comprehensive Plan, the Village's ULDC, and the Florida Community Planning Act; implements the pillars and goals of the NBV100 Master Plan; and is in the best interest and welfare of the Village.

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

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Appendix A of the Unified Land Development Code. That the Village Commission hereby approves the amendments to Appendix A of the Unified Land Development Code as set forth in Exhibit "A," which is incorporated herein and made a part hereof by this reference.

Section 3. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 4. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 5. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Binding Effect. That the SAP Property shall be subject to the regulations set forth in Appendix A, as amended herein, which is attached hereto as Exhibit "A", and any other non-conflicting land development regulations. This ordinance shall be binding on the Applicant and any successors and assigns with any interest in the Property.

Section 7. Effective Date. That this Ordinance shall become effective immediately upon final adoption on second reading. This Ordinance shall automatically

cease to have any force, effect, or applicability with respect to new development but shall continue to apply to then-existing development upon the termination or expiration of the Development Agreement.

PASSED on first reading on the 16th day of September, 2025.

PASSED AND ADOPTED on second reading on the ____ day of ____, 2025.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:

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

Appendix A
SUNBEAM NBV SPECIAL AREA PLAN

§ A.1 General provisions.

A. *Title.* This appendix shall be known as the Sunbeam NBV Special Area Plan Form-Based Code or "Sunbeam NBV SAP."

B. *Purpose and intent.* This appendix sets forth the standards applicable to this special area plan form-based district and transect zone in North Bay Village. These standards are intended to:

1. Support the goals, objectives, and policies of the North Bay Village Comprehensive Plan.

2. Support the goals of the NBV100 Master Plan, which include livability, resiliency, and prosperity.

a. Livability goals include:

(1) Prioritize people over cars.

(2) Embrace the waterfront.

(3) Improve the quality of life.

(4) Synergize public space to refresh NBV identity.

(5) Reinforcing community identity through the thoughtful placement of civic and public gathering spaces.

(6) Constructing buildings and landscaping that contribute to the physical definition of throughfares as civic spaces.

(7) Establishing a framework of multimodal systems while respecting the pedestrian and special form of public spaces

b. Resiliency goals include:

(1) Implement responsible and self-sustaining policies that reflect NBVs commitment to the stewardship of its waterfront and the water quality of Biscayne Bay.

(2) Help mitigate climate change through resource conservation and reductions in carbon admissions.

(3) Prepare for sea level rise and severe weather events by constructing stronger seawalls, improving stormwater management, and raising public infrastructure.

c. Prosperity goals include:

(1) Capitalize on existing resources.

(2) Increase private property value.

(3) Optimize and manage parking.

(4) Incentivize flexibility and predictability.

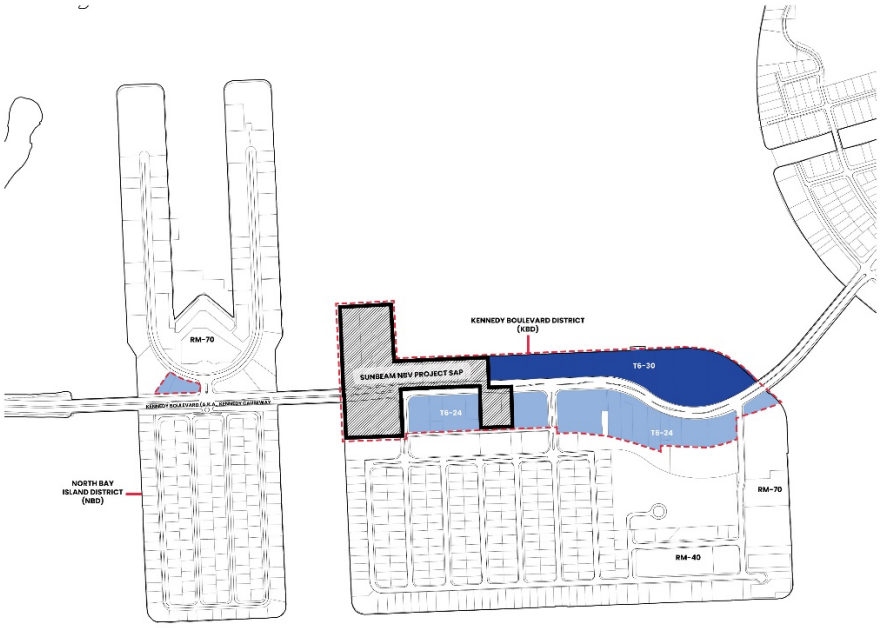
5) Ensure that private development contributes to the infrastructure and promotes a quality multimodal friendly public and private realm.

C. Form-based district.

1. The Sunbeam NBV SAP form-based district in North Bay Village is composed of one transect zone. See Section A.1.D and Section A.5, Form-Based District Regulating Plan.

2. The extent of the Sunbeam NBV SAP form-based district and transect zone is described in this Form-Based District Regulating Plan and in the pertinent regulatory Section for the district, see Section A.2, General to Transect Zones, Section A.3, Specific to Sunbeam NBV Special Area Plan, and Section A.5, Form-Based Districts Regulating Plan.

D. Form-Based Districts Regulating Plan.



1. The Form-Based Districts Regulating Plan, Section A.1.D shows the boundaries of the Sunbeam NBV SAP form-based district and transect zone in North Bay Village.

2. Locations within North Bay Village that are outside the boundaries of the Sunbeam NBV SAP form-based district and transect zone shall retain their current zoning designations and regulations under the NBV ULDC.

E. Applicability.

1. Regulations in this appendix or the Sunbeam NBV SAP form-based district shall replace the prior zoning and overlay districts within the boundaries described in this Form-Based District Regulating Plan. See Section A.5, Sunbeam NBV SAP Form-Based District Regulating Plan.

2. This appendix shall apply to all new construction and substantial modifications, as defined bythe Florida Building Code, within the form-based districts.

3. This appendix shall supersede prior regulations in the North Bay Village Unified Land Development Code (ULDC) for properties within the Sunbeam NBV SAP form-based district except where specified.

Where a conflict exists between this appendix and other portions of the ULDC or the Form-Based Code, this appendix shall prevail.

F. Rules of construction.

1. In their interpretation and application, the provisions of Appendix A, Sunbeam NBV SAP Form-Based District, shall be the minimum requirements or maximum limitations, as the case may be, adopted for the promotion of the public health, safety, morals or general welfare.

2. The following general rules of construction shall apply to the text of this chapter:

a. Headings. Section and subsection headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of any provision of the Code.

b. Illustrations. In case of any difference of meaning or implication between the text of any provision and any illustration, the text shall control, unless the intent of the Code is clearly otherwise.

c. Terminology. Shall, may and should:

(1) "Shall" is always mandatory and not permissive. Standards, activated by "shall", are regulatory in nature. Deviations from these standards shall only be permitted by variance in accordance with Chapter 7, Variances.

(2) "Should" is advisory and identifies guidance provided by the Village Commission in the implementation of these regulations. Guidelines, activated by "should", are encouraged and recommended but not mandatory. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(3) "May" is permissive.

d. Any act authorized by this Form-Based Code to be carried out by a specific official or agency of the Village is impliedly authorized to be carried out by a designee of that official or agency.

e. Any reference to federal laws, Florida Statutes, Florida Administrative Code, Miami-Dade County Code, or any other official code shall be construed to be a reference to the most recent enactment of the particular law and shall include any amendments to it as may be adopted from time to time.

f. Capitalized terms in this chapter refer to definitions in Section A.4.

G. Nonconformities.

1. Existing buildings and structures that do not conform to the requirements of this district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state until such time as a substantial modification is requested to 50 percent or more of the structure, or as defined by the Florida Building Code.

2. The adaptive re-use of a building shall not be required to comply with minimum height standards established in the development standards for each transect zone. See Section A.2, and Section A.3.

3. The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six new spaces are required.

4. For all other non-conformities regulations, see Chapter 6, Non-Conformities.

H. Procedures.

1. See Chapter 4, Administration and Enforcement.

2. See Chapter 5, Permits and Development Approvals.

3. See Chapter 7, Variances.

4. Unless otherwise specifically provided for as part of the SAP approval process, Development within the Sunbeam NBV SAP and pursuant to this Appendix A shall be permitted within the following conceptual framework. (See Section 5.2)

   The specifics of the procedures are governed by Chapters 4, 5, 7, 15 and Appendix A and other provisions of the ULDC predating Chapter 15, Form-Based Code, as applicable.

   a. Deviations related to use.

      (1) A warrant is a permit for a minor deviation from the uses allowed by this Code that is granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official.

         i. At the time of submitting the application to the Village Building and Zoning Department, the applicant shall notify all abutting property owners, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one notice to the condominium association need be sent.

         ii. The applicant shall submit the certified receipts from all notices to the Building and Zoning Department at the time of application. The decision on a warrant shall be posted on the Village website within five days of the written decision.

         iii. Review and approval process.

            (a) The Planning and Zoning Official shall review each submitted application for a warrant for completeness. The warrant application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

            (b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven calendar days from receipt of the notice of the intended decision to request a conference with the Planning and Zoning Official to discuss revisions or additional information regarding the application. Within seven calendar days of the conference, or if no conference is requested, the Planning and Zoning Official shall issue written findings and determinations regarding the applicable criteria set forth in this Code and any other applicable regulations. The applicant and the Planning and Zoning Official may mutually consent to an extension of the time for issuance of the final decision. The findings and determinations shall be used to approve, approve with conditions, or deny the warrant application.

            (c) The Village Manager shall approve, approve with conditions, or deny the warrant application, but in no event shall a warrant be issued prior to 30 calendar days from the time of notice to the abutting property owners. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when the applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

iv. Review criteria.

(a) As appropriate to the nature of the warrant involved and the particular circumstances of the case, the following criteria shall apply to a warrant application. The application shall be reviewed for compliance with this appendix and not in violation of the North Bay Village's Unified Land Development Code. The review shall consider the intent of the transect expressed in Section 15.1, the guiding principles of NBV100, and the manner in which the proposed use will operate given its specific location and proximity to less intense uses. The review shall also apply Section 15.7.I, Design Review Criteria, as applicable.

v. Procedure for appealing an administrative decision on a warrant.

(a) Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4, Administration and Enforcement, Sections 4.4, and 4.5 of this Code.

vi. A warrant shall be valid for a period of two years during which a building permit or certificate of use must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A use exception is a permit for a major deviation from the uses allowed by this Code that requires a public hearing. See Chapter 4, Section 4.4, Public Hearings Procedures.

b. Deviations not related to use.

(1) A waiver is a permit for a minor deviation from the requirements of this Code other than for use that is granted administratively by the Village Manager or designee upon review and recommendation by the Planning and Zoning Official. Waivers are intended to relieve practical difficulties in complying with the strict requirements of this Code. Waivers are not intended to relieve specific cases of financial hardship, nor to allow circumventing of the intent of this Code.

i. As appropriate to the nature of the waiver involved and the particular circumstances of the case, waivers up to ten percent of that particular standard of this Code except density, intensity and height, may be granted when doing so promotes the intent of the particular transect zone where the proposal is located; is consistent with the guiding principles of this Code; and there is practical difficulty in otherwise meeting the standards of the transect zone. The inability to achieve maximum density, height, or floorplate for the transect shall not be considered grounds for the granting of a waiver. This waiver cannot be combined with any other specified waiver of the same standard. For exceptions to the height requirements that may be granted by waiver, see Section 15.2.C.4.

ii. Prior to submitting an application for an administrative waiver, the prospective applicant shall meet in a preapplication meeting with the Planning and Zoning Official to obtain information and guidance as to matters related to the proposed application.

iii. At the time of submitting the application to the Village Building and Zoning Department, the applicant shall notify all abutting property owners, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one notice to the condominium association need be sent.

iv. The applicant shall submit the certified receipts from all notices to the Building and Zoning Department at the time of application. The decision on a waiver shall be posted on the Village website within five days of the written decision.

v. Review and approval process.

(a) The Planning and Zoning Official shall review the waiver application, as required under this Code. The application shall be reviewed for compliance with this chapter, and not in violation of the North Bay Village's Unified Land Development Code or the Florida Building Code. The review shall consider the intent of the transect expressed in Section 15.1 and the guiding principles of NBV100. The review shall also apply Section 15.7.I, Design Review Criteria, as applicable. The waiver application may be referred for development review if the Planning and Zoning Official determines that a review is necessary.

(b) Based on the applicable findings and recommendations of the Planning and Zoning Official, the Village Manager or designee will issue a final decision on the waiver request within 14 calendar days of receiving the Planning and Zoning Official's findings and recommendations. The application shall be approved, approved with conditions, or denied, but in no event shall a waiver be issued prior to 30 days from the time of notice to the abutting property owners.

(c) Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when such applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if, after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

vi. Procedure for appealing an administrative decision on a waiver.

(a) Appeal of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4, Administration and Enforcement, Section 4.5.

vii. A waiver shall be valid for a period of two years, during which a building permit or certificate of use must be obtained. This excludes a demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

(2) A variance is a permit for a major deviation from the requirements of this Code other than for use that requires a public hearing. See Chapter 7, Variances.

c. Development pursuant to Sunbeam NBV SAP.

(1) A Special Area Plan Permit is a permit for the implementation of individual projects allowed by this appendix that is granted administratively by the Village Manager upon review and recommendation by the Planning and Zoning Official.

i. At the time of submitting the application to the Village Building and Zoning Department, the applicant shall notify all abutting property owners, including those across a street or alley, by certified mail. In the case of abutting condominiums, only one notice to the condominium association need be sent.

ii. The applicant shall submit the certified receipts from all notices to the Building and Zoning Department at the time of application. The decision on a Special

Area Plan Permit shall be posted on the Village website within five days of the written decision.

iii. Review and approval process.

(a) The Planning and Zoning Official shall review each submitted application for a Special Area Plan Permit for completeness. The Special Area Plan Permit application may be referred administratively for development review by other disciplines if the Planning and Zoning Official determines that such review is necessary.

(b) The Village Manager shall issue an intended decision within 14 calendar days of a determination that the application is complete. The applicant shall have seven calendar days from receipt of the notice of the intended decision to request a conference with the Planning and Zoning Official to discuss revisions or additional information regarding the application. Within seven calendar days of the conference, or if no conference is requested, the Planning and Zoning Official shall issue written findings and determinations regarding the applicable criteria set forth in this Code and any other applicable regulations. The applicant and the Planning and Zoning Official may mutually consent to an extension of the time for issuance of the final decision. The findings and determinations shall be used to approve, approve with conditions, or deny the Special Area Plan Permit application.

(c) The Village Manager shall approve, approve with conditions, or deny the Special Area Plan Permit application, but in no event shall a Special Area Plan Permit be issued prior to 30 calendar days from the time of notice to the abutting property owners. Approvals shall be granted when the application complies with all applicable regulations. Conditional approvals shall be issued when the applications require conditions in order to be found in compliance with all applicable regulations. Denials of applications shall be issued if after conditions and safeguards have been considered, the application still fails to comply with all applicable regulations.

iv. Review criteria.

(a) As appropriate to the nature of the Special Area Plan Permit involved and the particular circumstances of the case, the following criteria shall apply to a Special Area Plan Permit application. The application shall be reviewed for compliance with this chapter and not in violation of the North Bay Village's Unified Land Development Code. The review shall consider the intent of this appendix expressed in Section A.1, the guiding principles of NBV100, and the regulating standards set forth in this appendix. The review shall also apply Section A.7.I, Sunbeam NBV SAP Design Review Criteria, as applicable.

v. Procedure for appealing an administrative decision on a Special Area Plan Permit.

(a) Appeal by the applicant of the determination of the Village Manager shall be in compliance with the procedures set forth in Chapter 4, Administration and Enforcement, Sections 4.4, and 4.5 of this Code.

vi. A Special Area Plan Permit shall be valid for a period of two years during which a building permit or certificate of use must be obtained. This excludes a

demolition or landscape permit. A one-time extension, for a period not to exceed an additional year, may be obtained if approved by the Village Manager.

§ A.2 General to transect zones.

A. *Explanation of transect zones.* The transect, as a framework applied to urban conditions, identifies a range of habitats from the most natural to the most urban. It is a continuum that, when subdivided, lends itself to the creation of zoning categories. These categories include standards that encourage diversity similar to that of organically evolved settlements. The standards overlap (they are parametric), reflecting the successional ecotones of natural and human communities. The transect methodology allows for a wide range of building types in each transect zone, arranged to provide balanced walkable streetscapes. This Code contains the following transect zones:

1. The Urban Core Zone (T6) consists of the highest density and greatest variety of uses, including civic buildings. A network of small blocks has walkable thoroughfares with wide sidewalks, with steady tree planting and buildings set close to the frontage with frequent doors and windows.

B. Lots and frontages.

1. Lots facing thoroughfares on more than one side shall have designated primary frontage(s) and may have secondary frontage(s). A primary frontage shall be that facing the thoroughfare of higher pedestrian importance or intensity (i.e., traffic volume, number of lanes, etc.), as determined by the Building and Zoning Department upon request by the Planning and Zoning Official.

   a. Lots shall have at least one primary frontage, except waterfront lots shall have at least two primary frontages, one of which shall be the waterfront and shall conform to Building Development Standards for each transect zone as described in Section A.3, Specific to Sunbeam NBV Special Area Plan.

   b. If two thoroughfares are of equal importance, each frontage shall be considered a primary frontage.

   c. Lots with two or more frontages may consider other non-fronting property lines as sides.

   d. Where an existing lot of record is located adjacent to a thoroughfare in a manner that creates an irregular frontage such that the side or rear yards cannot be determined as with a regular lot, the Planning and Zoning Official shall determine, by waiver, the yard and setbacks for the lot as fits the circumstances of the case.

   e. For frontage types, see Section A.6.A, Frontage Types Table.

C. Measurement of height.

1. Unless otherwise specified herein, the height of buildings shall be measured in feet from the base flood elevation (BFE) plus freeboard. Refer to FEMA flood insurance rate map (FIRM) for BFE. Refer to Chapter 10 for freeboard requirements and Section A.7.B and Section A.7.C for building height requirements.

2. A story is a habitable level within a building and shall conform to the building development standards for the Sunbeam NBV SAP transect zone as described in Section A.3. Unless otherwise specified herein, a story shall be measured from finished floor to finished floor. For the topmost story, the story shall be measured to the top of a flat roof or to bottom of eaves on a pitched roof. Basements, understories and roof decks are not considered stories for the purposes of determining building height.

3. The height of fences and site walls and walls shall be measured in feet from grade.

4. Except as specifically provided herein, the height limitations of this Code shall not apply to any architectural features, roof structures for housing stairways, elevators, tanks, ventilating fans,

antennae, window cleaning equipment, or similar equipment required to operate and maintain the building, provided that such structures shall not cover more than 50~~20~~ percent of roof area and shall not exceed the maximum height by thirty (30) ~~twenty~~ feet; nor to church spires, steeples, belfries, monuments, water towers, flagpoles, vents, or similar structures, which may be allowed to exceed the maximum height by waiver; nor to fire or parapet walls, which shall conform to the building development standards for each transect zone as described in Section A.3.

D. Thoroughfares.

1. Thoroughfares are intended for use by vehicular, transit, bicycle, and pedestrian traffic and to provide access to lots and open spaces.
2. Thoroughfares consist of lanes for vehicles, transit, bicycles, and public frontages. The lanes may have a variety of widths for movement and parking. The public frontages contribute to the character of transect zones. They may include swales, sidewalks, curbing, planters, bicycle paths and street trees. See Section A.6.A, Frontage Types Table, and Section A.6.B, Definitions Illustrated Table.
3. Thoroughfares should be designed in context with the urban form and desired design speed of the transect zones through which they pass. The public frontages that pass from one transect zone to another should be adjusted accordingly.
4. Pedestrian comfort should be a primary consideration of thoroughfare design and dimensions. Design conflict between vehicular, bicycle and pedestrian movement should be decided in favor of the pedestrian.
5. Bicycles are a sustainable and viable mode of transportation and recreation in North Bay Village. Bicycle use of thoroughfares should be as follows: Bicycles and vehicles may share use of lanes on all thoroughfares. Thoroughfares that have sufficient paving width to accommodate bicyclists' safety should include dedicated bicycle lanes. Greenways, the Island Walk and other civic spaces should include bicycle usage.

E. Shopfront standards.

1. General.

a. Shopfront windows, doors, signage, awnings, lighting, and architectural details shall be designed as a unified composition.

b. Each shopfront shall be limited to three sign types and shall conform with the tables and illustrations in Section A.6.E and Section A.6.F.

2. *Shopfront finishes.* The majority of exposed finishes apart from glazing shall be custom metal work, steel frame, extruded aluminum and panels, stone, stucco, brick, wood or wood-like materials.
3. *Shopfront windows.* Reflective glass shall not be permitted along any commercial street. In flood-prone areas, glazing below the BFE plus freeboard shall be equipped with certified flood-proofing.

4. Entrance doors.

a. Each tenant space shall have at least one three-foot wide door at the main entry. Shopfront entrances are encouraged at building corners.

b. Shopfront entrance doors shall be recessed to allow the door to swing out without obstructing pedestrian flow on the sidewalk.

c. Walls providing entry door recesses should be glazed to match shopfront display windows.

d. Entry doors should be a minimum of eight feet in height.

e. The business address should be advertised with a window sign on the transom above the entry door. Alternatively, addresses shall be displayed on a plaque next to above the door.

5. Other doors.

a. Where appropriate, sliding, or folding doors that allow the activity of the business to open adjacent to and onto the public sidewalk, Island Walk, passages, corridors or other pedestrian oriented accessways may be installed for restaurants and food services.

b. Rear and side doors facing service alleys and parking lots are encouraged, but not required.

6. *Bulkheads.* Shopfront bulkheads, when implemented, shall be a maximum of 30 inches above the adjacent sidewalk and shall be designed as an integral component of the overall shopfront. Flood-proof bulkheads of the maximum allowed height are encouraged in flood-prone areas.

7. *Signage bands.* Shopfronts should have a horizontal signage band above the first-floor fenestration to accommodate a band sign. A signage band is an architectural feature that should be integral with the design of the shopfront's facade and may be a contrasting color to the building, see Section 9.20 and Section A.6.F. Sign bands shall have a maximum height of 48 inches and may extend the entire length of the shopfront. Signage bands shall not be internally illuminated but may be externally lit.

8. Security gates and shutters.

a. Solid metal security gates and solid roll-down shutters shall not be permitted.

b. Interior link or grill security devices may be permitted with approval by the Village if they are completely enclosed or hidden from view when not in use.

9. Awnings.

a. All awnings shall be integral to the overall design of the shopfront and shall respect column and window spacing.

b. Awnings shall be a metal armature stretching a non-translucent membrane and shall have a maximum of two colors. They shall consist of sloping squares or rectangles and should be coordinated with the top edge of the ground floor windows and doorframes and the bottom of the transom windows, see Section A.6.F. Side panels are allowed but not encouraged.

c. Awnings may be fixed or retractable.

d. Awnings shall be a minimum of three feet wide by three feet deep. They shall be installed a minimum of seven feet from the ground and project no more than eight feet from the building facade. Awnings shall have a maximum slope of 1:3 (33%) from the building to the edge.

e. Round, half domed, and plastic awnings are prohibited.

f. Awnings may be used as signs and shall conform to the Sign Standards. See Section A.1.F and Section A.6.F.

g. Alternative materials such as glass or metal are allowed.

h. Awnings shall not be backlit from below or inside but may be externally lit from above.

i. Awnings are not allowed under galleries or arcades.

10. *Canopies.* Canopies function like awnings, but are rigid, project horizontally from the building at close to a 90-degree angle and are generally fixed in place. They shall be installed a minimum of eight feet from the ground and project no more than eight feet from the building façade, when facing a thoroughfare.

F. Sign standards.

1. *Exempted signs.* The signs specified in this Section are exempt from signage regulations other than the regulations contained in this Section. Exempted signs may be erected without a sign permit.

   a. Changing copy, maintaining, or repainting a sign are exempt, provided structural and electrical changes are not made without a permit.

   b. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the sign cannot be viewed from streets, the Bay, the Island Walk, Island Walk public access walkways, or common property.

   c. Address and residential identification signs.

      (1) Any sign identifying the street number of a shopfront or commercial unit if hand painted on the transom window above the primary entrance door.

      (2) Any identification sign at the entrance of a residential unit or affixed to a mailbox, such as a sign which bears only the street number, mailbox number, or name of the occupant of the premises.

   d. Holiday decorations. Holiday decorations, flags, streamers, and similar.

   e. Flags. A flag of any nation, government, sports team, or nonprofit organization which is deployed from a permanent freestanding or wall-mounted flagpole or, with respect to the United States flag, in a manner acceptable for the display of the national ensign as set forth in the U.S. Flag Code.

   f. Official signs.

      (1) Any sign erected by North Bay Village.

      (2) Any sign erected by a government.

      (3) Public utility and traffic signs.

   g. Political signs.

      (1) Political signs conforming with the following requirements do not require permits:

      (2) Political signs are limited to three square feet and may not exceed 30 inches above grade.

      (3) Political signs may be erected 25 days prior to an election and shall be removed within seven days of the election.

      (4) Up to three signs total are allowed per residential lot, or per shopfront, except at polling places. Of the three signs permitted, no more than one sign is allowed per candidate or referendum item.

      (5) See Section 11.7, Temporary Sign Permits, for additional requirements.

   h. Construction signs, subject to the following:

      (1) Signage shall identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

      (2) The contractor, the architect, and subcontractor are each allowed one sign with a maximum area of four square feet.

      (3) Signs may only be erected after a building permit has been issued.

      (4) Signage must be removed within five days of the final inspection.

   i. (Reserved)

   j. Warning and instructional signs.

(1) Any warning sign, non-advertising signs (e.g., "no trespassing," "no dumping"), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four square feet in copy area and is not illuminated.

(2) Any special instruction sign (e.g., "open," "closed," "hours of business," "no smoking") provided any such sign does not exceed eight square feet in copy area.

k. Miscellaneous signs.

(1) Any memorial sign or commemorative plaque.

(2) Any generic, architectural feature that is designed, integrated, and constructed as part of a building.

(3) Any sign which is integrated into or on a point-of-sale purchase display.

(4) Any sign carried by a person.

2. Prohibited signs and sign locations.

a. Billboards.

b. Any sign advertising products or articles that are not manufactured, assembled, processed, repaired, or for services sold on the premises.

c. Snipe signs.

d. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.

e. Animated, moveable, or inflatable signs.

(1) Any sign that simulates emergency lights on emergency vehicles, traffic-control signals or devices, directional, informational, or warning signs erected by a government, utility, or similar agency.

(2) Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.

(3) Any sign that is wind or power operated including flags, streamers, pinwheels, and balloons.

f. No signs may be located in a way that causes a hazard to pedestrian or vehicular traffic.

(1) Temporary signs at street intersections are limited to 30 inches in height within a triangle measured 30 feet from the intersection along each right-of-way.

(2) No permanent sign may be located within a triangle measured 30 feet from the intersection along each right-of-way.

3. Permitted signs.

a. General.

(1) Signs shall conform with the following standards, as specified in Section A.6.E and illustrated in Section A.6.F.

(a) Sign type limitations by zone.

(b) The height and area of the sign;

(c) The number of signs per site;

(d) The height of sign copy.

(2) Exterior signs shall be made of durable, weather resistant materials.

(3) A permit is required for all signs permitted under this Section.

(4) No sign, once approved, may be moved, or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition.

b. Signs shall provide the following clearance:

(1) A minimum of nine feet over pedestrian ways, except for signs on awnings and canopies.

(2) A minimum of 13.5 feet over vehicular travel ways and parking aisles, except in parking structures.

(3) Signs located along streets shall be a minimum of two feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

c. Removal.

(1) Signs shall be removed as specified in Section A.6.E, Sign Restriction Table, and as follows:

(a) (P) Permanent; signs do not require removal.

(b) (O) Occupancy; signs shall be removed within seven days of the end of tenant occupancy.

(c) (B) Business; signs shall be removed when the business is closed.

(d) (T) Temporary; signs shall be removed within the time period specified by sign type.

(2) Any moveable signs shall be removed from outdoor spaces during high winds or other weather conditions that might pose a hazard to public safety.

d. Sign templates.

(1) The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.

e. Illumination.

(1) Internal sign illumination is permitted on window and wall signs.

(2) Light sources shall be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent streets, properties, or skyward.

(3) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of incandescent light.

f. Electronic message center (EMC) signs.

(1) EMC signs are permitted for use on ground signs for mixed-use projects, churches and place of assembly facilities.

(2) Each image shall remain static for a minimum of eight seconds.

(3) Transitions shall be instantaneous, without intervening flashing, animation, or movement of any kind.

(4) Signs shall be equipped with automatic dimming technology.

(5) Signs shall not exceed 0.3-foot candles above ambient light measured at a distance of 200 feet.

4. Requirements by sign type as described below and illustrated in Section A.6.F.

a. Band signs (synonym wall signs).

(1) Band signs may be located above tenant shopfronts, below second story windows, and beneath the building cornice or coping.

(2) Band sign copy shall be at least six inches from building corners.

b. Banner signs.

(1) Banner signs shall be made of flexible materials such as cloth, canvas, and vinyl.

(2) Banner signs may be hung on the side of a building or suspended from a portion of a building structure.

c. *Commercial construction signs.* Subject to the following:

(1) Signs may identify the project and feature the names of developer, contractor, sub-contractors and professionals associated with the project. Names, websites and contact information may be included. Signage may include the project name, a project rendering, as well as businesses coming to the site.

(2) Signs may only be erected after a building permit has been issued. Signs shall be removed within five days of the final inspection.

(3) Signs shall have a maximum height of eight feet and shall not be above ~~four~~ eight feet from street grade.

d. Commercial rental signs.

(1) All commercial rental signs require NBV approval.

e. Corner signs.

(1) Corner signs are only permitted at building corners where each facade is along a street, along the Island Walk, a view corridor, passage or other accessway to the site.

(2) Corner signs may extend up to six feet above parapets.

f. For sale sign.

(1) Signs shall be removed within seven days of closing.

g. (Reserved)

h. Ground signs.

(1) Ground signs are limited to the following locations:

i. Forecourts.

(2) The bottom of the sign shall be within two feet of sidewalk grade.

(3) Ground signs shall be set back a minimum of ten feet from property lines.

i. Marquee signs.

(1) Marquee signs may be used for lodging, mixed-use projects, and theaters. The Village may permit marquee signs for other businesses upon request.

j. Projecting signs.

(1) Projecting signs shall be erected on a wall of a building.

(2) Projecting signs may project up to four feet from the wall of the building on which it is erected.

k. Open house, model home signs.

(1) An annual permit is required.

(2) Signs shall be free standing on a stake or frame.

(3) The business name shall be identified on signs, two inch copy minimum.

(4) Balloons, streamers and other types of decoration may not be used.

(5) Signs are allowed for three consecutive days in any one week.

(6) Up to four signs may be located off site.

l. Window signs.

(1) Window signs may be:

(a) Letters painted directly on the window;

(b) Hanging signs hung interior of the glass;

(c) Vinyl appliqué letters applied to the window, consisting of individual letters or graphics with no visible background.

m. Wayfinding signs shall be constructed using solid materials to prevent the sign from being destroyed or blown away. Wayfinding signs and directory signs may be internally illuminated.

G. ***Special Area Plan.*** The purpose of this Special Area Plan is to allow parcels of at least two abutting acres in size to be master planned so as to allow greater integration of public improvements and infrastructure, to enable connectivity; to encourage a variety of building heights, massing, and to provide high quality design elements and greater flexibility so as to result in higher or specialized quality buildings and streetscape design within the Special Area Plan, to further the intent of this Code expressed in Section 15.1.

1. General.

a. Reserved.

b. All regulations of the underlying transect zone and this Code that are not otherwise addressed by this SAP shall apply.

c. This Special Area Plan provides detailed and specific regulatory guidelines offering flexibility and predictability for the development of the covered property; addressing among others the assignment of thoroughfares, as appropriate, crossblock pedestrian passages, and civic spaces, with appropriate transitions to abutting areas. Guidelines for thoroughfares and public frontages may be adjusted to the particular circumstances of the Special Area Plan.

d. Reserved.

e. This Special Area Plan assigns at least seven and one half (7.5%) percent of its aggregated lot area to a civic space type. The developer shall be responsible for constructing any required public improvements within the Special Area Plan, including but not limited to the civic spaces, and thoroughfares.

f. Development within this Special Area Plan shall be pursuant to a recorded development agreement that will establish the allocation of civic spaces, thoroughfares, and building area among the building sites.

g. Unless a building is specifically approved as part of this Special Area Plan, any building shall be reviewed by the Planning and Zoning Official for conformance with the Special Area Plan and this Code and referred to the Village Manager for final approval per the requirements of Section 5.9, prior to issuance of the building permit.

h. A parking management program that enables shared parking among public and private uses shall be submitted with Special Area Plan Permits.

i. Flexible allocation of development capacity, height and density on individual sites within this Special Area Plan may be allowed so long as the capacity or height distribution doesnot result in development that is out of scale or character with the surrounding area and provides for appropriate transitions.

2. *Special Area Plan Permit.* See Section A.1.H.4.c.1. and Section 5.2, Development Permit Required.

H. ***Bonuses—Density Bonus Program.*** A density bonus is approved by the Village Commission for participation in the **Village public benefit program**, in compliance with the following provisions (see also **Chapter 8, Sections 8.13.D, and 8.15)**:

1. Reserved.

2. The total density including bonuses shall not exceed **150 dwelling units per acre**, **subject to the terms included in the approved Sunbeam NBV SAP Development Agreement**.

~~a) The project shall set aside a minimum of six (6%) percent of the total units for non-subsidized Workforce Housing.~~

3. Reserved.

4. Community contribution fee.

~~a.~~ Community contribution fees for additional density shall be **subject to the terms included in the approved Sunbeam NBV SAP Development Agreement**.~~as part of the Village's Fee Schedule and shall be payable to the Village as stipulated as follows, unless otherwise stipulated in the approval.~~

~~i. Twenty-five percent of the total fee shall be payable within 90 days of Commission approval of the Site and Development Plan and shall be non-refundable.~~

~~ii.~~i. ~~The remaining 75 percent of the fee shall be payable prior to or upon the issuance of a building permit when the density bonus is to be used and shall be non-refundable.~~

5. Reserved

I. *Density and intensity calculations.* [Reserved].

J. *Sustainability.* The Sunbeam NBV SAP applications for residential, commercial, office, hotels, and civic uses; all new mixed-use development applications; and all Village-owned civic or office construction projects located in the Sunbeam NBV SAP district are subject to the green building and resilience standards and requirements contained in Chapter 8, Division 5; Chapter 9, Division 6; and Chapter 10, Section 10.5 of the ULDC, or their equivalent.

§ A.2.1 Workforce Housing Program administration.

A. *Purpose.* The purpose of this Section is to create administrative procedures for the implementation of the **Workforce Housing Program** established pursuant to **Chapter 15, Section 15.2.H** of the North Bay Village Unified Land Development Code, and applicable to mixed-use developments in the Sunbeam NBV SAP district.

B. *Definition of terms.* The definitions contained in **Chapter 15, Section 15.2.1** of the North Bay Village Unified Land Development Code, shall apply to this chapter in addition to the following:

Area median income (AMI) means the median income level for Miami-Dade County as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development and adjusted for household size.

Condominium means that form of ownership of real property created pursuant to Chapter 718, Florida Statutes, which is comprised entirely of units that are owned by one or more persons, and which there is, appurtenant to each unit, an undivided share in common elements.

Condominium conversion has the meaning established by Sections 718.604—718.622, Florida Statutes.

Control period means each 30-year period during which the affordability restrictions imposed by this article shall apply. The control period begins at the time of any sale or resale of the affected unit by every new Workforce Housing unit owner.

Covered development means all developments providing Workforce Housing units pursuant to **Chapter 15, Section 15.2.H** of the North Bay Village Unified Land Development Code.

Department means, unless otherwise indicated, the department or division designated by the Village Manager to administer this program or any successor agency.

Developer means any person, firm, corporation, partnership, limited liability company, association, joint venture, or any entity or combination of entities that apply for development orders or permits for residential dwelling units seeking to utilize the density bonus available pursuant to Chapter 8, Sections 8.12.5, 8.13.D, 8.15, and Chapter 15, Section 15.1.H, of the North Bay Village Unified Land Development Code, but does not include the state or any county, municipality, or any governmental entity.

Eligible household means a household whose total income is between 80 percent and 140 percent of Miami-Dade County area median income.

Eligible household income means any income derived from any proposed occupants of a workforce housing unit who are 18 years of age or older and who will use the unit as their primary residence.

Household means any natural person who occupies a workforce housing unit as their primary residence.

Market rate dwelling units means all dwelling units in a covered development that are not workforce housing units as defined herein.

Program Administrator means, unless otherwise indicated, the individual or individuals designated by the Village Manager to administer the Workforce Housing Program.

Qualified household means an eligible household with annual incomes within the affordability ranges established in this Code.

Qualified improvement means any addition or replacement to the workforce housing unit that adds materially to the value of the unit, prolongs the unit's useful life, or adapts the workforce housing unit to new uses and the replacement of any existing amenities.

Workforce housing density bonus agreement means a written agreement between an applicant for a development and the Village containing specific requirements to ensure the continuing affordability of the workforce housing units included in a development during the control period.

Workforce housing unit means a rental dwelling unit occupied by an eligible workforce household where the maximum monthly rental cost shall be restricted to an amount affordable to a workforce household with a total annual income between 80 percent and 140 percent of North Bay Village AMI.

Workforce housing unit rent means rents that do not exceed the maximum monthly rent limits as determined for Miami-Dade County by the U.S. Department of Housing and Urban Development in its annual Income Limits and Rent Limits and as used by Florida Housing Finance Corporation for its multifamily rental programs (published annually at http://www.floridahousing.org .

C. Compliance procedures—Workforce housing declaration of restrictive covenants and workforce housing agreement.

1. Every workforce housing unit established pursuant to Chapter 15, Section 15.2.1 of the North Bay Village Unified Land Development Code shall be offered for rent to a qualified household to be used for their own primary residence.

2. Prior to the initial rental of any workforce unit, the owner must record the workforce housing density bonus agreement in the chain of title for that unit, at no cost to the Village, and submit recordation documentation to the Village. The rental contract for the unit must also contain a clause summarizing the workforce housing requirements and rent level control and referencing the recorded workforce housing density bonus agreement.

3. The maximum rental rates for workforce units shall not exceed the affordability limit of an eligible workforce household making an annual income within the applicable AMI range pursuant to this Section as published annually by Miami-Dade County.

    a. At all times, at least 5/6th of the Workforce Housing units at the project shall be made available to Eligible households whose total income is between 80 percent and 100 percent AMI.

    b. At all times, no more than 1/6th of the Workforce Housing units at the project shall be made available to Eligible households whose total income is no greater than 140 percent AMI.

D. Application of workforce housing density bonus.

1. Any development proposing to utilize the density bonus allowed in The Sunbeam NBV SAP district must submit a workforce housing density bonus zoning application with their application for Special Area Plan Permit to the Village for consideration and approval by the Village Manager. At a minimum, the density bonus application shall include:

    a. General description of the development including location, size, land use, zoning, and the number of rental units and/or for sale units the development will contain;

    b. Conceptual development plan showing the proposed location of the workforce housing rental units;

    c. Total number of market rate and workforce housing units;

    d. Estimated initial monthly rent for each workforce housing unit;

    e. Provide the size in terms of square feet and number of bedrooms for each workforce housing unit;

    f. Location in development of each workforce housing unit and its applicable AMI affordability range;

    g. If construction is to be phased, a phasing plan identifying the number of workforce housing units and market-rate units in each phase;

    h. Documentation and plans regarding the interior and exterior appearances, materials, and finishes of the bonus units if not exactly the same as the market-rate units; and

    i. Any other relevant information requested by the Village.

E. Workforce housing density bonus unit criteria.

1. Workforce housing units shall be built ~~within the project,~~ as such term is defined in **Section A.2.1.B_ of this appendix**.

~~2. At all times, workforce housing units shall be located within at least 50% of the multi-family residential buildings within the project.~~

~~3.~~2. In each building in which workforce housing units are being built, the workforce housing units shall be built simultaneously with or prior to the market-rate units.

4.3. In each building in which workforce housing units are being built, the workforce housing units shall be reasonably dispersed throughout the building and not clustered together or segregated in any way, from the market-rate units.

5.4. Workforce housing units shall contain the same number of bedrooms and quality of construction as the other market-rate units in the building in which the workforce housing units are located.

6.5. The interior building materials and finishes of the workforce housing units shall be substantially the same type and quality as the market-rate units in the building in which the workforce housing units are located.

F. Workforce housing density bonus agreement.

1. Prior to the approval of any development order or permit for any development in which the workforce housing density bonus is requested, the applicant shall enter into a workforce housing density bonus agreement with the Village, which shall set forth the commitments and obligations of the applicant to ensure compliance with these regulations.

2. The applicant shall execute all documents deemed necessary by the Village in a form to be established by the Village Attorney, including without limitation, restrictive covenants, deed restrictions and related instruments including requirements for income qualification for tenants of rental units.

G. Maintenance of rent affordability.

1. On an annual basis, the Village Manager, or his/her designee, shall make available copies of updated AMI ranges, and associated rental rate limits applicable to workforce housing units in North Bay Village based on official information available from Miami-Dade County or the U.S. Department of Housing and Urban Development.

2. The time period during which the rental rate for a workforce housing unit under these regulations is required to be controlled within a specified affordability range is 30 years.

3. Workforce housing rental unit owners are required to submit an annual report to the Village on or before January 30 of each year, verifying that all designated workforce housing units they own are being rented at rates affordable to area households with annual incomes within the affordability ranges established in this Code. Documentation may be in the form of a notarized affidavit stating the current annual rent for each unit together with collaborating documentation, or other form acceptable to the Village Manager.

H. Violations.

1. It is a violation of this ordinance to:

   a. Fail to file required affidavits or audits when required.

   b. Rent or lease a workforce housing unit to a person or family that is not income eligible as required by this Code.

   c. Knowingly give false or misleading information relating to this program to any Village employee.

   d. Participate, in any way, in the lease or rental of a workforce housing unit which violates any provision of this Code or a workforce housing density bonus agreement.

2. The fine for each violation of these provisions shall be in conformance with the procedures and fines in Chapter 153 of the North Bay Village Code of Ordinances, as amended.

3. Appeals to any violations issued by North Bay Village under these regulations shall be processed pursuant to the North Bay Village Code Compliance appeals procedure in Chapter 153, North Bay Village Code of Ordinances, as amended.

§ A.3 Specific to Sunbeam NBV Special Area Plan.

Sunbeam NBV SAP

1. General.

a. *Purpose and intent.* This chapter sets forth the standards applicable to development within the *Sunbeam NBV SAP,* which is composed of Urban Core Transect Zone (T6). These standards are intended to:

(1) Support the goals of the NBV 100 Master Plan.

(2) Transform Kennedy Causeway into a walkable, mixed-use boulevard that supports vibrant retail and a wide range of transportation modes.

(3) Facilitate the activation of Pirates Alley into a Village Center.

(4) Lay the groundwork for the long-term incremental development of a great urban center and Main Street that supports diverse locally oriented businesses and cultural institutions.

(5) Provide improved standards for a wider, more active, and more accessible Island Walk.

(6) Attract development of underused and vacant lots in a manner that improves the public realm, increases access to the water and contributes to a robust economic base.

b. Applicability.

(1) Section A.3.A provides development regulations that shall be employed in the mixed-use development of lands within the *Sunbeam NBV SAP* .

(2) The *Sunbeam NBV SAP* includes lots fronting Kennedy Causeway on Treasure Island as indicated in the Regulating Plan Graphic in Section A.1.D.

2. Development standards for Sunbeam NBV SAP.

a. Building disposition.

(1) Newly platted lots shall be dimensioned according to the tables and illustrations in Section A.7.B and Section A.7.C.

(2) Lot coverage by any building shall not exceed that shown in Section A.7.B and Section A.7.C.

(3) Buildings shall be disposed in relation to the boundaries of their lots according to the tables and illustrations in Section A.7.B and Section A.7.C.

(4) Sunbeam NBV SAP projects shall have their primary pedestrian entrances on Kennedy Causeway. Buildings in the *Sunbeam NBV SAP should* also have entrances along view corridors, the Island Walk and Pirates Alley, as feasible.

(5) Up to the top of the pedestal, facades shall address and architecturally engage primary frontage lines along their length as shown in the tables and illustrations in Section A.7.B and Section A.7.C. Pedestrian forecourts are allowed and shall not exceed 50 percent of the facade length. In the absence of a building along the remainder of a frontage Line, a streetscreen shall be built, as needed, to shield parking and service areas.

(6) At the first story, facades along a frontage line shall have frequent doors, windows and pedestrian entrances.

(7) Setbacks for buildings shall be as shown in the tables and illustration in Section A.7.B and Section A.7.C. Where the property to be developed abuts an existing building, a waiver may be granted so as to match the dominant setback of the block and its context.

(8) Above the Pedestal, the minimum spacing between towers is 60 feet. At the top of pedestal, a non-habitable floor is allowed up to a maximum of six feet in height without additional setback to accommodate depth of swimming pools, landscaping, transfer beams, and other structural and mechanical systems.

(9) All lots in the Sunbeam NBV SAP shall comply with minimum standards for the view corridor, as described in Section A.3.A.2.g.(3).

(10) If the frontage line of a site on the north side of 79th Street is at any point more than 340 feet from a thoroughfare intersection, the building shall provide a cross-block pedestrian passage or view corridor as a recorded public easement, as shown in Section A.7.C. Such a cross-block pedestrian passage may be covered above the second story by up to ninety (90%) percent of its length with buildings spanning over the passage or structures connecting buildings, such as a terrace, pedestrian bridge, or vehicular bridge. A pedestrian passage, including paseos, are encouraged to connect Kennedy Causeway to the Island Walk, other thoroughfares, Pirates Alley, parks and other amenities. A pedestrian passage may be roofed and shall be lined with frequent doors and windows.

(11) Density shall not exceed that shown in the tables in **Section A.7.B** and **Section A.7.C.**, subject to the terms included in the approved Sunbeam NBV SAP Development Agreement.

(12) Sidewalks.

(a) Along Kennedy Causeway, a 20-foot easement for public sidewalks shall be granted and recorded with the Village. The sidewalk shall be constructed and maintained by the property owner. The sidewalk shall be continuous with the existing sidewalk on the public ROW.

(b) The sidewalk, including portions on the public ROW, may be raised to address sea level rise, as appropriate, but shall connect with existing sidewalk elevation fronting the property. This work shall be completed at the expense of the property owner and to standards determined by the Village. ADA compliant transitions shall be provided to adjacent sidewalk elevations with a slope no greater than 1:20 to avoid handrails.

(c) Sidewalks shall be designed to promote a walkable, lively, and safe environment, using landscaping, lighting, furnishings and shading devices, as appropriate.

b. Building configuration.

(1) Development within private frontages shall comply with Section A.6.A, the tables and illustrations in Section A.7.B and Section A.7.C.

(2) Above the Pedestal, the building floorplate dimensions shall be limited as follows:

Sunbeam NBV South-West and South-East up to and including 20th Floor:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV South-West and South-East above 20th Floor:

(a) 15,000 square feet maximum for residential uses.

(b) No commercial uses nor parking.

(c) 215 feet maximum length for residential and commercial uses.

Sunbeam NBV North:

(a) 22,500 square feet maximum for residential uses.

(b) 40,000 square feet maximum for commercial uses and for parking.

(c) 215 feet maximum length for residential and commercial uses.

(3) Building heights shall be measured from base flood elevation (BFE) plus freeboard to the level of the highest point of the building, excluding allowable projections above the roof line, and shall conform to the tables and illustrations in Section A.7.B and Section A.7.C and to the following standards.

(a) At the first story:

i. The height shall be no less than 18 feet and no more than 24 feet measured from the base flood elevation (BFE) plus freeboard to the finished floor of the second story.

ii. Mezzanines in the first story shall be limited to 50 percent of the habitable floor area and shall not count as a story.

(b) Above the first story in a Pedestal:

i. The height of a story, including a liner story, shall not exceed 24 feet measured from finished floor to finished floor.

ii. In Sunbeam NBV South, ~~T~~the maximum height of the pedestal shall not *exceed seven stories or 100 feet.* In Sunbeam NBV SAP North, the maximum height of the pedestal shall not *exceed ten stories or 120 feet.*

iii. Mezzanines shall be limited to 50 percent of the habitable floor area and shall not count as a story.

iv. The height of a parking structure concealed by a liner may be equal to the height of the liner, and this may result in a liner story concealing more than one level of parking. The number of liner stories shall be used for purposes of determining the overall number of stories in a building.

(c) In a tower (above the Pedestal):

i. The height of a story is not limited within the maximum permitted building height.

ii. A mezzanine shall count as a story.

iii. Lots in the Sunbeam NBV SAP shall comply with Section A.7.B and Section A.7.C.

(d) A mezzanine extending beyond the specified limit shall be counted as an additional story for purposes of calculating building height.

(4) First story finished floor elevations.

(a) For commercial uses fronting Kennedy Causeway, the finished floor elevation within first 20 feet shall be flush with the adjacent sidewalk or Terrace elevation or no higher than one and one-half feet above the same.

(b) For commercial uses fronting the Island Walk, the finished floor elevation within first 20 feet shall be flush with the Island Walk or Terrace and no higher than one and one-half feet above the same.

(c) For residential uses, the finished floor elevation shall be no lower than BFE plus freeboard.

(d) If the finished floor elevation is below the BFE plus freeboard, certified flood-proofing shall be provided in accordance with Florida Building Code. Refer to Section 10.5, Provisions for Flood Hazard Reduction.

(e) On shopfronts, a bulkhead (or knee wall) of the maximum allowable height is encouraged but not required. See Section A.2.E for shopfront standards.

(f) If a ramp is required for ADA access, it shall be provided inside the setback line. It may be located either within the building envelope or within a recessed exterior vestibule with shopfront windows.

(5) Pedestals, parking structures and liners.

(a) In Sunbeam NBV South, ~~T~~the pedestal shall consist of no more than seven stories and shall be a maximum of 100 feet. In Sunbeam NBV North, the pedestal shall consist of no more than ten stories and shall be a maximum of 120 feet.

(b) A parking structure shall not extend beyond the height of the pedestal. For building heights in a pedestal, see Section A.3.A.2.b.(3).

(c) Liners are optional. Structures without liners on primary and secondary frontages and facing Pirates Alley, shall use green or vegetated walls on a minimum 20 percent of the garage structure. The remainder of the parking structures not utilizing liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Board (see also Chapter 9, Division 4, Landscaping).

(d) Liners facing Kennedy Causeway may encroach into the setback above a gallery. Structures without liners on primary and secondary frontages, including Kennedy Causeway and the waterfront and facing the view corridor, shall utilize green or vegetated walls on a minimum 20 percent of the parking structure. The remainder of the parking structure not utilizing liners shall be fully concealed by architectural screening or artwork approved by the Planning and Zoning Official (see also Chapter 9, Division 4, Landscaping).

(6) Encroachments shall be as follows:

(a) A gallery may be constructed on the primary frontage south of Kennedy Causeway over the sidewalk easement. Where a gallery is constructed, it may encroach the entire 20-foot setback and shall not extend into the right-of-way. Refer to the tables and illustrations in Section A.7.B, and to Development Standards, Section A.3.A.2., for additional details.

(b) A gallery, cantilever or arcade may be constructed on the primary frontage north of Kennedy Causeway over the sidewalk easement. The gallery or arcade may encroach the entire 20-foot setback and shall not extend into the right-of-way. A gallery or arcade is not required in front of a pedestrian forecourt. Refer to the Frontage Type Table in Section A.6.A and to Development Standards, Section A.3.A.2., for additional details.

(c) Cantilevers, cantilevered awnings and entry canopies may encroach up to seven feet into the waterfront setback, up to but not extending into, the Island Walk easement. Above the first story, cantilevered balconies, bay windows, and roofs may encroach up to seven feet into the waterfront setback, up to but not extending into, the Island Walk easement.

(d) All outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall not be allowed as encroachments, except as may be directed by utility company and/or Fire Department.

(e) Loading spaces and service areas shall be internal to the building and shall not be allowed as encroachments.

(7) Vehicular access shall be as follows:

(a) Loading berths, service areas and parking shall be accessed from alleys when available, and otherwise shall be accessed from the secondary frontage when available. Areas for drop-offs, pick-ups, and valet services shall be located along and accessed from secondary frontages, when available, or may be located along or accessed from alleys, when available.

(b) Where lots have only primary frontages, all vehicular access, including, but not limited to, areas for drop-offs, pick-ups, and valet services and access to parking, loading berths, and service areas, are not allowed along the primary building frontage facing Kennedy. Curb cuts and vehicular access are allowed through the view corridor, the crossblock passage and the side setback.

(c) No more than 50 percent of the total area of the view corridor or the crossblock passage may be used for vehicular movement. Pedestrian connectivity shall be prioritized in design and vehicular movement, while facilitated, shall not occur at the expense of pedestrian safety or convenience.

(d) A vehicle accessing a loading berth is allowed to make one turning movement on an adjacent thoroughfare to minimize the lot area devoted to this function.

(8) Walls, hedges, fences and gates shall not exceed a height of three and one-half feet within the setbacks of the primary and secondary frontages and within the view corridors. Elsewhere, walls, hedges, fences and gates shall not exceed a height of eight feet.

(9) Streetscreens shall be between three and one-half and eight feet in height and constructed of a material matching the adjacent building facade or of masonry, wrought iron or aluminum. The streetscreen may be replaced by a hedge. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access. Streetscreens shall be located coplanar with the building facade line. Above three feet in height, streetscreens shall be 50 percent permeable or articulated to avoid blank walls.

(10) Screening shall be as follows:

(a) All loading spaces, service areas, outdoor storage, electrical, plumbing, mechanical, and communications equipment and appurtenant enclosures shall be concealed from view from any frontage, sidewalk, or view corridor by liner buildings, streetscreens, walls, hedges, fences or opaque gates.

(b) All ground floor and roof top utility infrastructure and mechanical equipment shall be concealed from public view. At the building frontage, all equipment such as backflow preventers, Siamese connections, and the like shall be placed within the line of the facade or behind a streetscreen, or as may be directed by utility company and/or Fire Department. Exhaust air fans and louvers may be allowed on the facade only on the secondary frontages above the first story.

(c) On the roof, a parapet or screen wall shall conceal roof decks and all equipment except antennas from lateral view. Mechanical equipment on a roof shall be enclosed by parapets of the minimum height necessary to conceal it and shall not exceed the maximum height by more than twenty (20) feet. Trellises may extend above the maximum height up to 14 feet. Extensions more than ten feet above the maximum height for stair, elevator and mechanical enclosures or ornamental purposes only, shall be permitted by process of waiver.

c. Building function and parking requirements.

(1) Buildings in the Sunbeam NBV SAP shall conform to the Functions and Parking Requirements Table described in Section A.7.A. Certain functions as shown in said table shall require approval by exception. Refer to Section 8.14, Supplemental Use Regulations, Section 8.15, Supplemental Development Standards.

(2) First story uses.

(a) A minimum of 50 percent of the building frontages along Kennedy Causeway, the Island Walk, Pirates Alley, and any side streets shall be habitable space to a minimum depth of 20 feet.

(b) A minimum of 50 percent of the building frontage along a view corridor shall be habitable space to a minimum depth of 20 feet.

(c) The habitable space required along Kennedy Causeway that is not otherwise occupied by the primary entrance shall contain commercial uses and civic space uses, and no residential uses, except building entrances, lobbies, and lounges. Retail use, especially restaurants, is encouraged on all frontages, including Kennedy, the Island Walk, and the view corridor. Live-work units and townhouses are the only residential use allowed in the first story, apart from building entrances.

(d) Design for tenant flexibility.

i. The design of commercial spaces should anticipate restaurant requirements. Accommodation for restaurant venting and sewage utilities such as grease traps and interceptors should be designed into the building.

ii. Designs shall anticipate potential commercial power and gas load needs.

iii. Buildings should provide generous clear space between interior columns for ground floor retail and activity spaces.

d. Parking and loading berth standards.

(1) Refer to Section 9.3.E, Design Standards for Off-Street Parking, and Section 9.3.G, Mechanical Parking.

(2) Shared parking shall be allowed in compliance with Section A.6.C, Shared Parking Standards Table.

(3) Loading berths shall be provided in compliance with Section A.6.D, Loading Berth Standard Table.

(4) Off-street bicycle parking standards.

(a) The required number of off-street bicycle parking spaces shall conform with Section A.7.A, Building Function (Uses) and Parking Standards Table.

(b) After the first 50 required bicycle spaces are provided, additional spaces may be reduced by one-half.

(c) Required bicycle parking shall meet the following standards:

i. Required bicycle parking shall be provided in a safe, accessible and convenient location.

ii. Bicycle parking facilities shared by more than one use are encouraged.

iii. Required bicycle parking facilities may be located within the project site or in a shared bicycle parking facility located within 500 feet of the primary entrance as measured from the property line .

iv. When required off-street vehicular parking is covered, the required bicycle parking shall also be covered.

v. When required bicycle parking is provided in racks, one standard U-rack will accommodate two bikes and each rack shall meet the following standards:

(i) The bicycle frame and one wheel can be locked to the rack with a high security, U-shaped shackle lock if both wheels are left on the bicycle;

(ii) A bicycle six feet long can be securely held with its frame supported so that the bicycle cannot be pushed or fall in a manner that will damage the wheels or components; and

(iii) The rack shall be securely anchored.

vi. When required bicycle parking is provided in lockers, the lockers shall be securely anchored.

vii. Parking and maneuvering areas.

(i) Each required bicycle parking space shall be accessible without moving another bicycle.

(ii) There shall be an aisle of at least five feet wide behind all required bicycle parking to allow room for bicycle maneuvering.

(iii) The area devoted to bicycle parking shall be hard surfaced.

viii. A directional sign shall be required if the bicycle parking area is not visible from the thoroughfare or primary entrance. Said sign shall be at minimum of one square foot in area and be posted at the primary entrance indicating the location of the bicycle parking.

e. Architectural standards.

(1) Permanent and temporary structures.

(a) Only permanent structures shall be allowed, unless specified otherwise in this Code.

(b) Temporary structures such as mobile homes, construction trailers, travel trailers, recreational vehicles and other temporary structures shall not be allowed except as per the Code of Ordinances and this Code, with the following exceptions by Special Area Plan Permit.

i. *Island Walk:* Temporary structures such as kiosks, stands, and tents may be allowed within the Island Walk easement and the waterfront setback.

ii. *Pirates Alley:* Temporary structures such as shipping containers, food trucks, kiosks, stands, and tents may be allowed.

iii. Construction trailers shall be permitted while a construction site remains active under duly permitted work.

(2) Private frontages and facades.

(a) The sidewalk-level facades of all buildings shall be glazed with no less than 50 percent clear glass as measured between the finished floor and ceiling including the glass area of the front door.

(b) The facades of all sidewalk-level commercial spaces shall be detailed as shopfronts. Shopfronts shall conform to Section A.2.E, Shopfront Standards. Lobbies, civic and civil support uses, live-work units, and townhouses are not required to be detailed as shopfronts.

(c) Outdoor commercial uses.

i. Temporary exterior commercial uses and displays along the shopfront's adjacent sidewalks are encouraged and allowed by Special Area Plan Permit. All temporary displays shall maintain a minimum clear pedestrian walkway of five feet.

ii. For outdoor dining areas on sidewalks that are in the public right-of-way, see Section 8.15.H. Outdoor dining and sidewalk cafes in Supplemental Development Standards.

iii. Outdoor dining areas on sidewalk easements and the Island Walk easement are encouraged and allowed by right, subject to the following standards:

(i) Outdoor dining areas may be separated from public walkways and streets using railings, wrought-iron fences, planters, and landscaping; and

(ii) A minimum unobstructed pedestrian path of at least five feet wide shall be provided.

(d) Galleries and arcades.

i. For the Gallery Frontage Type, see Section A.6.A.g., Frontage Type Table.

ii. For the Arcade Frontage Type, see Section A.6.A.h., Frontage Type Table.

iii. See also Section A.7.D, Section Detail Illustration.

iv. The height shall be the same as the height of the first story.

v. The columns shall be located a minimum of two feet from the property line.

vi. Columns shall be spaced as appropriate to complement the architecture of the building.

vii. A cornice or roof extension shall project one foot minimum and two feet maximum from the outer face of the gallery or arcade and shall not overhang the ROW.

viii. Gallery details:

(i) Galleries shall be made of materials that complement the architecture of the building.

(ii) Columns may be round with a maximum diameter of twelve inches.

(iii) The ceiling shall have decking when visible from the sidewalk and shall be metal, wood or a wood-like material.

(iv) A roof deck on top of the gallery at the second story is allowed. Decking for the roof deck shall be made of wood or a wood-like material. Railings shall be made of metal, metal cable, or glass.

ix. Arcade details:

(i) Arcades shall be made of materials that complement the architecture of the building.

(ii) Columns shall be no more than four feet wide and two and one-half feet deep.

f. *Sign standards.* See Section A.2.F.

g. Landscape and waterfront design standards.

(1) Landscape standards.

(a) Open space shall be a minimum of ten percent of the total lot area.

(b) Where a gallery or arcade is not provided, street trees shall be planted. The trees shall be planted two feet inside the property line, aligned with the gallery or arcade columns. Tree wells may encroach into public right-of-way. The spacing shall be similar to the gallery or arcade columns. The species shall be native or Florida-friendly. See Chapter 9, Division 4, Landscaping.

(2) Island Walk.

(a) *Purpose and intent.* The Island Walk is a public access, mixed-use pedestrian promenade along the waterfront that shall feel public, provide visual access to the bay, enhance visual quality, connect to other public areas, and provide venues for public art, historic signage, and environmental education signage. Where practical, retail, restaurants with outdoor dining, boating and fishing activities should be incorporated into waterfront designs. Boat access from the water to the land is encouraged. See also Section A.7.D, Section Detail Illustration

(b) *General requirements*.

i. Every waterfront property shall provide an 18-foot wide Island Walk easement within the 25-foot waterfront setback.

ii. The location of the easement shall be indicated on the site plan for the Special Area Plan Permit approval process and recorded with the Village.

iii. The Island Walk shall be open to the public from sunrise to sunset every day.

iv. Restaurants with outdoor dining, retail, kiosks for food and retail sales are all allowed and encouraged.

v. Access to docks for boats or overwater seating is allowed and encouraged.

vi. The surface shall be a maximum of eight inches below the sea wall cap.

(c) *Design standards for the Island Walk.* The easement shall consist of three zones, which are listed below in order from the landward edge of the sea wall cap and progressing landward towards the private property. See Section A.7.D, Section Detail Illustration.

i. Safety zone. A minimum three-foot wide area adjacent to the sea wall that shall be paved and/or landscaped.

(i) Where railings, walls and/or other barriers are not provided along the water's edge, waterfront users should be warned when coming close to the water with a minimum three-foot wide safety zone consisting of a rough textured surface that discourages walking.

(ii) Paving within the safety zone shall be a type of cobble stone with "river rock," approximately three-quarters to one and one-half inches in diameter, set in concrete leaving a relief of one-quarter to one-half inches or similar aggregate pavers with ADA domes.

(iii) Planting beds shall be a minimum three feet wide with trees planted at grade providing shade to pedestrians. Trees shall be evenly spaced at approximately 20 to 25 feet on center. Low level plantings may be provided at the base of the trees or palms, not to exceed two feet in height. Landscape lighting may be provided to accentuate trees or palms in this area.

(iv) In areas between the planting beds, a minimum three-foot wide uniform exposed aggregate finish such as a river rock or other textured surface shall be provided to warn pedestrians of the water's edge meeting Americans with Disabilities Standards.

(v) Bollard lighting within the textured surface adjacent to the circulation zone shall be installed to provide pedestrian/pathway lighting. Bollards shall be evenly spaced at the same spacing as trees, when present, or approximately 20 to 25 feet on center.

(d) *Circulation zone.* A 12-foot wide minimum unobstructed, linear pedestrian walkway. The maximum width is 19 feet.

i. The circulation zone will typically be located immediately adjacent to the riparian right-of-way. However, it may meander within the 25-foot shoreline setback.

(i) Offsets in the alignment of the walkway are permitted.

(ii) The circulation zone shall align with previously completed portions of the Island Walk on adjacent parcels.

(iii) The passive zone shall follow the path of the circulation zone.

(iv) The safety zone shall follow the edge of the sea wall.

ii. Obstructions to movement (trees, bollards, lighting, etc.) within the circulation zone shall not reduce the clear width of the walkway to less than 12 feet at any point.

iii. The circulation zone shall be constructed of non-slip paving materials with high aesthetic appearance and structural qualities to support emergency vehicle access.

iv. The circulation zone shall feature a distinctive paving pattern throughout the length of the Island Walk. The pattern shall be approved by the Village Manager.

v. The promenade surface shall be at a constant elevation and shall be accessible to handicapped persons throughout the entire length of the

waterfront. Where slopes are required to harmonize with existing conditions, the slope shall be less than 1:20, if possible, so as to avoid handrails.

(e) *Passive zone.* A minimum three-foot wide area located along the inland side of the circulation zone, interspersed with shade trees, low level plantings, site furniture, lighting, accessories, and concessions.

i. Short lengths of the passive zone not to exceed ten feet each may be elevated up to 36 inches above the level of the promenade for plantings, seating, and enhanced bay views.

ii. Benches may have back rests, and their placement shall emphasize direct views of the water.

iii. Site furniture may include overhead canopies, concessions, etc. and shall be confined to this zone. All furniture shall be permanently installed preferably by direct burial in concrete.

iv. Accessories include benches, trash receptacles, drinking fountains, pedestrian scale light poles and landscape lighting. Appropriate additional furniture including overhead canopies or shelters, drinking fountains, etc., shall be confined to the passive zone.

v. The passive zone may be paved in plain concrete or the paver on the main circulation zone.

vi. Where the transition zone has active uses, connections shall be provided between the transition zone and the circulation zone.

(f) *Transition zone.* A maximum seven-foot wide zone that is the balance of the waterfront setback that is not part of the Island Walk easement. Typically, it is located on the landward side of the easement fronting the building, but it may be located between the easement and the water to accommodate active uses such as outdoor seating. A property owner may opt for no transition zone, in which case the width of the Island Walk easement equals the waterfront setback.

i. Active uses are allowed and encouraged, including restaurants, outdoor seating, retail shopfronts, and kiosks/stands for food and retail sales and rental of recreational equipment.

ii. Where the building features active uses, these shall be connected to the Island Walk. They shall not be screened visually, except as required for outdoor dining, preferably by means of planters with hedges or other plant materials.

iii. The entire transition zone may be paved but it is not required to be. The paving should be flush with the Island Walk, pervious and feature a pattern distinct from the circulation zone.

iv. If landscaped, the grade may be flush with the Island walk or elevated.

v. Security to limit public access to private property may be provided by fences, grade changes or retaining walls. All screens and walls shall be landscaped to reduce their visual impact on the walkway.

vi. For adjacent developments that serve the public (i.e., restaurants, shops, hotels, entertainment, etc.) provision of wide, visible, and easy pedestrian access to the waterfront shall be assured.

vii. In general, landscaping and security barriers shall not visually screen the waterfront from adjacent active uses, such as retail restaurants, or entertainment.

(g) Exceptions.

i. The path of the Island Walk, it may be constructed over the water. The overwater version shall follow the same dimensions and include the same zones as described in the design standards for the Island Walk and shall be in addition to the minimum 18 foot width of the upland side of the seawall.

(h) Standards and guidelines for design elements.

i. Landscaping.

(i) Plant material shall be salt-tolerant and primarily native or Florida-friendly.

(ii) Royal Palms or shade trees shall be planted along the safety zone

(iii) Shade trees shall be planted within the passive and transition zones spaced approximately 20 to 25 feet on center.

(iv) Low-level plantings, including shrubs, low shrubs, and groundcovers, should be planted at the base of trees and palms to enhance Island Walk aesthetics and to help buffer the walkway perimeters.

(v) Raised planters, if used, shall be confined to the passive zone, and planter walls shall double as sitting walls, 18 to 24 inches in height.

ii. Lighting.

(i) Lighting at the water's edge shall be confined to bollards, which shall be 24 to 30 inches high and spaced approximately 20 to 25 feet on center.

(ii) Bollards shall be illuminated with 100 watt LED lamps with down illumination not extending beyond the sea wall line.

(iii) Overhead lighting shall be confined to the passive zone and consist of down lighting with lamps not over 14 feet high, 175-watt LED, and spaced approximately 40 to 50 feet on center.

(iv) Uplighting of landscaping shall not be allowed unless the light source is not visible to adjacent residential units.

(v) The color temperature of lamps shall be no more than 2,700K.

(vi) Colored lighting, shall not be used for primary lighting but may be used for signs and accent lighting.

(vii) Simple contemporary fixture design shall be used as opposed to highly stylized, vintage or period designs.

iii. Signage.

(i) All public access waterfront walks shall be marked with a standard Island Walk identification sign, to be specified by the Village.

(ii) All major public access points, including park walkways, roadways, dedicated crossblock passages and public plazas, shall be marked

with a standard Island Walk identification sign, to be specified by the Village.

(i) Adjacent accessible publicly oriented private development, such as cafes or shops, shall identify the use with signage in the transition zone. See shopfront standards in Section A.2.E and signage standards in Section A.2.F.

(ii) Uniformly designed historic or environmental markers and descriptive plaques shall be placed in the passive zone.

(iii) Signage shall identify access points and adjacent activities (cafes, shops, etc.) for boaters.

(3) View corridors.

(a) Purpose and intent. The purpose of a view corridor is to provide visual access to the public from Kennedy Causeway to the water. In addition, it should provide public access to and from the Island Walk in an appealing, Woonerf-type shared space that prioritizes the pedestrian experience over vehicles. The view corridor may serve as the primary pick-up, drop-off and valet zone, and it may provide access to parking, loading and service areas that are screened from view. In the Sunbeam NBV various view corridors shall be provided and visual access will be secured by maintaining a minimum two story high clearance zone through the length of the view corridor.

(b) The width of view corridors in the aggregate shall equal 20 percent of the northern parcel frontage to be provided in various individual corridors each measuring a minimum width of 20 feet as indicated in the table and illustrations in Section A.7.C.

(c) View corridors shall be open at the ground level, of which 50 percent may be landscaped. All non-landscaped areas shall be paved with pervious pavers.

(d) The grade shall not rise more than four feet above the Island Walk.

(e) Landscaping shall be flush with the pavement except that 25 percent of the landscaped area may be in raised planters. The planters shall not be higher than 18 inches above grade and shall be designed to accommodate seating.

(f) To preserve views and foster safety, there shall be minimal vegetation and foliage between three and eight feet above the grade of the Island Walk. This restriction shall not be construed to limit tree trunks and palms.

(g) Curbs, if present, shall be flush.

(h) Vehicular traffic is allowed on no more than 50 percent of the area. Parking is not allowed. Standing vehicles shall not exceed 20 minutes. Turning movements associated with access to loading docks are allowed.

(i) Vehicular traffic shall be controlled with paving patterns, bollards, flush curbs, and low planters. Where bollards are used, the minimum number should be deployed to control vehicular movements.

(j) The ground floor of the building facing the view corridor shall contain habitable spaces that are at least 20 feet deep and shall conform to the architectural standards in Section A.3.A.2.e.

(4) Island Walk public access walkways.

(a) All waterfront properties in the Sunbeam NBV SAP shall provide and maintain a five-foot (minimum) wide public access connection walkway between the Island Walk and Kennedy Causeway.

(b) The Island Walk Access shall be located within the view corridor. Additional paseos or breezeways are encouraged.

(c) The path shall be ADA compliant.

(d) The Island Walk Access shall not be separated or distinguished from the view corridor.

(e) The Island Walk Access shall be open to the public during the hours that the Island Walk is open.

(f) The easement shall be indicated on the submittals for the Special Area Plan Permit approval process and recorded with the Village.

(5) *Waterfront sites.* For additional standards, see Chapter 9, Division 5, Design Standards for Coastal Sites.

h. Ambient standards.

(1) Noise regulations shall be as established in the Village Code of Ordinances.

(2) Average lighting levels measured at the building frontage shall not exceed 20 foot-candles.

(3) Lighting of building and contingent open spaces shall be compatible with street lighting of abutting public spaces. Interior garage lighting fixtures shall not be visible from streets, view corridors or the water.

(4) The lighting fixtures of exposed rooftop parking shall be concealed by a parapet wall and shall not be seen from surrounding streets.

i. Tables and illustrations specific to zones.

(1) For south sector, refer to Section A.7.B.

(2) For north sector, refer to Section A.7.C.

(3) For Section Detail Illustration, refer to Section A.7.D.

(4) For design review criteria table, refer to Section A.7.I.

§ A.4 Definitions.

This Section provides definitions for terms in appendix A, Sunbeam NBV SAP, that are technical in nature or that might not otherwise reflect a common usage of the word. Refer to Chapter 3 for definitions of terms that are pertinent to other chapters of this Code. If a term is not defined in this Section or Chapter 3, the Village Manager or his/her designee shall determine the definition of the term. If there is a conflict between Chapter 3 and this Section, this Section shall take precedence.

A. *Definitions of building function (uses).* See Section A.7.A, Building Function (Uses) and Parking Requirements Table.

1. *Residential.* This category is intended to encompass land use functions predominantly of permanent housing.

Community residence. A "resident," for the purpose of a community residence, may include any persons as defined in the following statutes.

- A disabled adult or frail elder as defined in Section 429.65(8) and (9), Florida Statutes

- A physically disabled or handicapped person as defined in Section 760.22(7), Florida Statutes
- A developmentally disabled person as defined in Section 393.063(12), Florida Statutes
- A child as defined in Section 39.01(12), Florida Statutes

(a) A Dwelling unit of six or fewer residents that meet the definition in Section 419.001, Florida Statutes, for a "community residential home" of such size; or

(b) A dwelling unit licensed to serve clients of the State Department of Children and Families, which provides a living environment for seven to 14 unrelated residents who operate as the functional equivalent of family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents, as defined in Section 419.001, Florida Statutes; or

(c) An adult family-care home as defined in Section 429.65, Florida Statutes, which provides a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis, for no more than five disabled adults or frail elders who are not relatives.

Accessory dwelling unit (ADU). A dwelling unit sharing ownership and utility connections with a primary building and contained on the same lot. An accessory dwelling unit may be attached by a backbuilding or detached from the primary building, and the unit shall not count towards maximum density calculations. Also known as an accessory unit, ancillary unit or ancillary dwelling unit.

Two family-housing. Two dwelling units sharing a detached building, each dwelling unit of which provides a residence for a single housekeeping unit. Also known as a duplex.

Multi-family housing. A building or portion thereof, containing three or more dwelling units where each unit has direct access to the outside or to a common hall. A multi-family structure where dwelling units are available for lease or rent for less than one month shall be considered lodging.

Dormitory. A building used primarily for sleeping accommodations for students or staff related to an educational institution or place of employment.

Home office. A space within a dwelling unit devoted to a non-retail business activity belonging to the resident thereof that is clearly secondary in use to the residence, that does not alter the exterior of the property or affect the residential character of the neighborhood, and that meets all legal requirements of the business.

Live-work. A dwelling unit that contains a commercial or office component which is limited to a maximum 50 percent of the dwelling unit area.

Rowhouse. A rearyard building type. A single-family dwelling with common walls on the side lot lines, the facades forming a continuous frontage line. Rowhouses are the highest density type able to provide private yards. Synonym townhouse, terrace house.

Townhouse. See rowhouse.

2. *Lodging.* This category is intended to encompass land use functions predominantly of sleeping accommodations occupied on a rental basis for limited periods of time. These are measured in terms of lodging units: A lodging unit is a furnished room of a minimum 200 square feet that includes sanitary facilities, and that may include a kitchenette.

Bed and breakfast. A group of lodging units not to exceed ten units that may provide services for dining, meeting, and recreation.

Inn. A group of lodging units not to exceed 25 units that may provide services for dining, meeting and recreation.

Hotel. A group of lodging units exceeding 25 units that may provide services for dining, meeting, and recreation.

3. *Office.* This category is intended to encompass land use functions predominantly related to business, professions, service, or government.

Office. A building or portion thereof used for conducting a business, profession, service, or government. Such facilities may include, but are not limited to, offices of attorneys, engineers, architects, physicians, dentists, accountants, financial institutions, real estate companies, insurance companies, financial planners, or corporate offices, and exclude manufacturing activities.

4. *Commercial.* This category is intended to encompass land use functions of retail, service, entertainment, or recreational establishments and supporting office.

Auto-related commercial establishment. A place of business serving auto-related needs including, but not limited to car rental, car wash, gas station, mechanic offering minor repairs, retail sales such as auto parts, tire store, indoor car sales. Uses not included: Major mechanical work; body work; painting; steam cleaning; welding; outdoor car sales; storage of automobiles not in operating condition; commercial parking lot or commercial garage; or any work involving undue noise, glare, fumes or smoke, all of which are considered auto-related industrial activities.

Entertainment establishment. A place of business serving the amusement and recreational needs of the community. Such facilities may include, but not limited to cinemas, billiard parlors, teen clubs, dance halls, or video arcades. Uses not included: Entertainment establishment, adult.

Entertainment establishment, adult. A place of business that sells, rents, leases, trades, barters, operates on commission or fee, purveys, displays, or offers only to or for adults products, goods of any nature, images, reproductions, activities, opportunities for experiences or encounters, moving or still pictures, entertainment, or amusement distinguished by purpose and emphasis on matters depicting, describing, or relating by any means of communication from one person to another to "specified sexual activities" or "specified anatomical areas" as herein defined. An adult entertainment or adult service establishment is not open to the public generally but only to one or more classes of the public, excluding any person under 18 years of age. It is the intent of this definition that determination as to whether or not a specific establishment or activity falls within the context of regulation in this Code shall be based upon the activity therein conducted or proposed to be conducted as set out above and in these regulations shall not depend upon the name or title of the establishment used or proposed. Thus, the terms "adult bookstore," "adult massage parlor," "adult motion picture theater," "adult private dancing," and "adult escort service" are encompassed within this definition of "adult entertainment or services," but the term "adult entertainment or adult services" is not to be deemed limited by the enunciation of specific activities listed before.

Food service establishment. A place of business dedicated to the preparation and sale of food and beverage for immediate consumption on or off site.

Alcohol service establishment. A place of business selling alcoholic beverages for consumption on the premises, and where the sale of food may be incidental to the sale of such beverages. This includes any establishment in receipt of a valid alcoholic beverage license from the state which permits the sale for consumption on the premises of alcoholic beverages as a use. Alcohol beverage service establishments may include, but are not limited to bars, taverns, cocktail lounges, nightclubs, or supper clubs.

General commercial. A place of business providing the sale and display of goods or sale of services directly to the consumer, with goods available for immediate purchase and removal

from the premises by the purchaser. General commercial goods include, but are not limited to, clothing, food, furniture, pharmaceuticals, books, art objects and the like. General commercial services include, but are not limited to, barber shops; beauty salons; travel agencies; fortune tellers; retail dry cleaning; express delivery service; health spas and fitness studios; photo studios; funeral homes; animal clinics; repair service establishments, employment office; and the like. General commercial services exclude: Auto-related or marine-related establishments; commercial storage facilities, pawn shops, and the like.

Marine-related commercial establishment. A place of business serving marine-related needs, including but not limited to, boat repairs, boat storage, boat servicing, boat rentals; or a place of business provides marine-related retail, including but not limited to, bait and tackle stores, boat sales, and marine supplies stores. Uses not included are; all industrial vessel paint and body work; and industrial major engine work or overhaul, all of which are considered marine-related industrial activities.

Open air retail. A retail sales establishment operated substantially in the open air including, but not limited to farmers market, flea markets, and the like. Uses not included are car sales, equipment sales, boats sales, and home and garden supplies and equipment.

Place of assembly (POA). A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

Recreational establishment. A place of business providing group leisure activities, often requiring equipment and open to the public with or without entry or activity fees. This may include, but is not limited to game courts, skating rinks, bowling alleys, commercial golf facility, gyms or sports rooms.

Self-storage facility. A building or portion thereof segregated into storage cubicles used exclusively for the dead storage of excess property. Such term shall not include the conduct of business activities other than rental of storage units on the premises nor allow outside storage of property.

5. *Civic.* This category is intended to encompass land use functions predominantly of community-oriented purposes or objectives including those of not-for-profit organizations dedicated to arts and culture, education, recreation, religion, government, and the like.

Community facility. A non-commercial facility established primarily for the benefit and service of the general public of the community in which it is located. Such facilities include but are not limited to community centers; community rooms; North Bay Village offices; and cultural facilities, such as libraries and museums.

Recreational facility. A non-commercial facility, primarily an open space, serving the recreation needs of the general public. This may include but is not limited to golf courses, parks, camping facilities, playfields, and playgrounds.

Religious facility. A facility used for regular organized religious worship and related activities.

Regional activity complex. A large facility encompassing at least one principal building with possible accessory structures designed and outfitted as a venue for large assemblies, performances, or events intended to serve as a regional destination. Regional activity complexes shall be located in parcels larger than four acres; shall be equipped to provide permanents seating for more than 4,000 patrons or provide more than 100,000 square feet of exhibition space, and shall provide off-street parking for more than 1,000 vehicles.

6. *Civil Support.* This category is intended to encompass land uses predominantly supportive of other urban uses and functions.

Community support facility. A facility providing basic services, for the benefit and service of the population of the community in which it is located. Such facilities may include but are not limited to police and fire stations, extended care facilities, nursing homes, convalescent homes, continuing care facility, and assisted living facility or adult daycare center as defined by Chapter 429, Florida Statutes.

Infrastructure and utilities. A facility or structure related to the provision of roads, pedestrian bridges, water and sewer lines, electrical, telephone and cable transmission, and all other utilities and communication systems necessary to the functioning of a community.

Major facility. A large facility of an institutional nature including but not limited to hospitals, public health and social service facilities, research facilities, shelters, judicial buildings, jails, detention facilities, work camps, cemeteries, mausoleums, ambulance services, pharmaceutical laboratories, or the like.

Marina. A facility for storage, servicing, fueling, berthing, or securing of boats. The use does not include marine-related industrial activities.

Public parking. A parking facility available to the general public for parking motor vehicles, including parking lots or garages.

Rescue mission. A facility providing personal assistance to individuals in need; such assistance to individuals may include temporary shelter, food services provisions, counseling, instruction, medical services, and other incidental services.

Transit facility. A facility providing accommodations by public, private, or nonprofit entities for the conveyance of persons from one place to another by means of a transportation system, including but not limited to bus terminal, railroad station, freight terminal, airport, helistop or seaport.

7. *Educational.* This category is intended to encompass land use functions connected with providing education, training, or care of children and students of all ages.

Childcare. A facility where six or more children are cared for on a part-time basis by day or by night including after-school care. The term does not include community based residential facilities, family care homes, foster homes, group homes, rehabilitation or detention centers, orphanages, or other places operating primarily for remedial care.

College/university. A facility for post-secondary education that grants associate, bachelor, master or doctoral degrees, and may include research functions or professional schools.

Elementary school. A facility offering instruction at the elementary school level.

Learning center. A facility offering to students training, tutoring or instruction in subjects such as languages, music, fine arts or dance. This may include provision of electronic testing and distance learning.

Middle/high school. A facility offering instruction at the middle or high school level.

Pre-school. A facility offering care and instruction of children who are pre-elementary school age.

Research facility. A facility for research and development that does not involve the use of human testing, animal husbandry, incinerators, heavy equipment, mass manufacturing, fabrication, processing, or sale of products. Any facility involving human testing, animal husbandry, and the use of incinerators shall be considered a major facility.

Special training/vocational. A facility offering instruction or training in trades or occupations such as secretarial, paralegal, business, beauty, barber, bartender, acupuncture,

massage, design, fine arts, music and dance or other similar vocations. This classification excludes training and education in any activity that is not otherwise permitted in the zone.

8. *Industrial.* This category is intended to encompass land use functions connected with a business or activity involving manufacturing, fabrication, assembly, distribution, disposal, warehousing or bulk storage, trucking and equipment facilities, and other business serving primarily industrial needs. Residential uses are not permitted except for live-aboard in commercial marinas, and limited work-live uses.

B. Definitions of terms.

A-frame sign. A type of freestanding, portable sign consisting of two faces connected and hinged at the top and whose message is targeted to pedestrians (also known as a sandwich board sign).

Abandoned sign. A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least six months.

Abutting. To reach or touch; to touch at the end or be contiguous with; join at a border or boundary; terminate on. Abutting properties include properties across a street or alley.

Accessory building. A building separate from and subordinate to the principal building on a lot and used for purposes incidental to those of the principal building. Synonym backyard cottage, garage apartment, granny flat, ancillary apartment.

Accessory dwelling unit (ADU). See accessory dwelling unit, in Section A.4.A.1.

Accessory unit. See accessory dwelling unit.

Address plaque. A small sign mounted to the front or side of a building at the pedestrian level, or dimensional letters mounted above the door, conveying the numerical street address of the building.

Albedo. The ratio of light reflected by a surface.

Allee. A regularly spaced and aligned row of trees usually planted along a street or pedestrian passage.

Alley. A thoroughfare (not officially designated as a street) designated by a recorded plat, deed, or legal instrument, to be a secondary means of vehicular access to the rear or side of properties otherwise abutting a street; an alley may connect to a vehicular driveway located to the rear of lots providing access to outbuildings, service areas and parking, and containing utility easements.

Arcade. An open structure that projects from the front of a building and covers a sidewalk, providing protected access along one or more sides of a building. It is typically a substantial, masonry colonnade with or without arches supporting habitable space above. Compare to gallery.

Arcade frontage. See Section A.6.A, Frontage Types Table. A private frontage conventionally for retail use wherein the facade is a colonnade that overlaps the sidewalk, while the facade at the sidewalk level remains at the frontage line. The covered pedestrian way is within the building and there is habitable space above.

Architectural features. Prominent or significant parts or elements of a building or structure.

Architectural screening. A decorative architectural element which may be incorporated into or applied to a building's facade to provide visual texture or layering; add permeability; regulate light, thermal, and/or sound; and provide privacy control or optical filtering. Screens come in a wide variety of materials, designs, and styles. See also screening.

Average sidewalk elevation. The average of the record profile grade elevation of each of the streets abutting a development, as determined and on file with North Bay Village Works Department.

Awning. A movable roof-like structure, cantilevered or otherwise entirely supported from a building, used to shade or screen windows or doors.

Awning sign. A sign painted on, printed on, or applied to an awning.

Backbuilding. A single-story structure with a maximum width of 12 feet connecting a primary building to an outbuilding.

Balcony. An unenclosed habitable structure cantilevered from a facade or building elevation.

Band sign. See wall sign.

Banner sign. A sign consisting of cloth, bunting, plastic, paper, or similar non-rigid material attached to a structure, staff, pole, rope, wire, or framing which is anchored on two or more edges. Banners are temporary in nature and do not include flags.

Base building line. The officially mapped street lines. Lines so established may fall within the boundaries of lots and shall be used instead of the lot lines adjacent to the streets in determining the layers and setbacks.

Base flood. The 100-year flood, i.e., the flood that is estimated by FEMA to have a one percent chance of occurring in any given year. This is the event that is used by the National Flood Insurance Program (NFIP) for determining flood risk and for emergency planning purposes.

Base flood elevation (BFE). The estimated elevation of the base flood within a particular zone, as listed on the FEMA flood map and periodically updated based on new data and improved technology.

Basement. A story with its finished floor at least 5 feet below the elevation of the Front Yard and the Island Walk. It shall be excluded from FLR calculations.

Bay window. An architectural feature of habitable space with large windows that projects beyond the exterior wall of a building. The exterior walls shall be at least 50 percent glass.

Bed and breakfast. See Section A.4.A.2, Lodging Use.

Bicycle lane. A lane dedicated for bicycle use demarcated by striping or otherwise separated from vehicle lanes.

Bicycle rack space. Parking space for any two-wheel alternative mode of transportation including: Bicycle, scooter, motorcycle, Segway®, etc.

Bicycle route. A thoroughfare designated for shared use of bicycles and automobiles.

Billboard. A sign which directs attention to a business, product, commodity, service, entertainment venue, or facility not located, conducted, sold, or offered upon the premises where such sign is located or which calls public attention to a candidate, cause, or public issue and which may be either freestanding or mounted upon a building.

Block. The aggregate of private lots, passages, rear lanes and alleys, the perimeter of which abuts thoroughfares.

Build-to line. A line established within a given lot indicating where the outer edge of a structure must be located.

Building. Any structure having a solid roof intended for shelter or enclosing of persons, animals, chattels, property, equipment or a process of any kind or nature, excluding freestanding tents, freestanding awnings, and cabanas and screened enclosures.

Building Code. The State of Florida Building Code.

Building configuration. The form of a building, based on its massing, private frontage, and height.

Building height. The vertical extent of a building measured in feet.

Bulkhead (in the context of sea walls). Synonym for sea wall. Definition forthcoming. A vertical wall which separates a body of water from adjacent land.

Bulkhead (in the context of shopfronts). A low wall on a shopfront between the sidewalk grade and the shopfront windows typically between 18 and 30 inches in height.

Canopy. A multi-sided overhead architectural projection supported by attachments to a building on one or more sides and either cantilevered from such building supported by columns at additional points, or freestanding, with or without signage.

Canopy sign. A sign that is part of, or attached to, a canopy.

Cap (in the context of sea walls). A box structure which ties together a seawall at the top.

Civic. Uses held in private or public ownership but functioning for community purposes such as religious, cultural, environmental, or educational uses. See Section A.4.A.5.

Civic building. A building designed specifically for a civic function.

Clearance. The distance above the walkway, or other surface if specified, to the bottom edge of a sign. This term can also refer to a horizontal clear distance between two objects.

Clear window. The glass surface of a window that allows visual permeability without tinting or screening.

Civic Space. An area accessible by the general public, whether open air or conditioned space provided at grade, on an elevated plane, or at any level of a building or structure, improved and arranged generally for community purposes and specifically for Civic, Civil Support or Educational Uses, for purposes of compliance with requirements set forth in Section A.2.G.1.

Code. The NBV 100 Code. May also be referred to herein as this Code.

Commercial. See Section A.4.A.4.

Commercial rental sign. See real estate sign.

Common lawn. A frontage yard type with a deep setback, remaining unfenced and visually continuous with abutting yards, supporting a common landscape that may be densely planted to buffer from high-speed streets. See Section A.6.A, Frontage Types Table.

Community residence. See Section A.4.A.1, Residential Use.

Comprehensive Plan. The North Bay Village adopted Comprehensive Plan.

Configuration. The form of a building based on its massing, private frontage and height.

Construction sign. Nonilluminated sings that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site.

Corner sign. A sign mounted perpendicularly from a building edge along two frontages positioned at an equal degree to both frontages.

Cross-block passage. See passage.

Crown of road. The elevation of the crown of road. Refer to the Department of Public Works.

Density. The number of dwelling units within a standard measure of land area, usually given as units per acre.

District. See form-based district.

Dock. See pier.

Dormitory. See Section A.4.A.1, Residential Use.

Dwelling unit. Residence of a single housekeeping unit.

Easement. A legal instrument, in a form approved by the Village Attorney and recorded in the county and Village records, that allows access through real property of the conveyor.

Eave. The edge of the roof that meets or overhangs the walls of a building.

Ecotone. A region of transition between two biological communities.

Electric vehicle (EV). A vehicle which is powered by an electric motor drawing current from rechargeable storage batteries, fuel cells, or other portable sources of electrical current, and which may include a nonelectrical source of power designed to charge batteries and components thereof.

Elevation, building. An exterior wall of a building not along a frontage line. See facade.

Elevation, floor. Height of floor level.

Electronic message center (EMC) sign. A sign, or portion thereof, that consists of electronically changeable alphanumeric text.

Encroachment. Building element permissible within required setback.

Enfront. To place an element along a frontage, as in "arcades enfront the street."

Entrance, primary. The main point of access for pedestrians into a building. It shall remain open and unobstructed during regular business open.

Entry height. The maximum or minimum vertical dimension from the side-walk level measured from the midpoint of the lot frontage to the entry floor of a building. Garages and outbuildings are exempt from this requirement.

Estate sale sign. A temporary sign advertising a home sale of household goods.

Exception. A permit for a deviation from the uses allowed by this Code requiring a public hearing. See Chapter 4, Section 4.4.

Facade. An exterior wall of a building that is set along a frontage line. All sides of a tower shall be treated as facades. See elevation, building.

Fence. A permeable metal or wooden wall, independent of a building, located along a frontage line.

FEMA. Federal Emergency Management Agency.

Finished grade. The final elevation of the average ground level adjoining a building at all exterior walls after development.

Finished floor level. The top of the structural floor members of the habitable spaces. See also Section A.3.A.2.

Flood insurance rate map (FIRM). Provides information on flood risk including flood zones and BFE.

Flag sign. A sign printed or painted on a cloth, plastic, canvas, or other like material with distinctive colors, patterns, or symbols attached to a pole or staff and anchored along only one edge or supported or anchored at only two corners. This definition shall include "feather flags" and "flutter flags."

Flood-proofing. Any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures with their contents. Flood-proofing shall be certified by an engineer.

Floorplate. The total indoor and outdoor floor area of any given story of a building measured to the exterior of the wall or balcony.

Floor. See story.

Floor area. The floor area within the inside perimeter of the outside walls of the building including hallways, stairs, closets, thickness of walls, columns and other features, and parking and loading areas, and excluding only interior atria and open-air spaces such as exterior corridors, porches, balconies and roof areas. Also means building or development capacity.

Floor lot ratio (FLR). The multiplier applied to the net lot area that determines the maximum floor area allowed above grade in a given transect zone. The maximum FLR may exceed the actual capacity that a site can sustain when other regulations of the Code are applied to the site.

Food service establishment. See Section A.4.A.4, Commercial Use.

For sale sign. See real estate sign.

Forecourt. A three-sided courtyard on the front of a building that opens on one side to a thoroughfare or public right-of-way. Typically, the primary entrance is located in the forecourt. See Section A.6.A, Frontage Types Table.

Form-based code. A code that specifies form of the buildings graphically. Form-based codes generally prescribe building types, frontages, and other characteristics while loosening restrictions on use. They do this by making use of the ability of harmonious urbanism and architecture to overcome objections to mixed-use.

Form-based district. An area composed of transect zones.

Freeboard. Minimum required additional height above the BFE that constitutes a factor of safety required by FEMA, typically at least one foot in A zones and five feet in V zones. (See also Chapter 10, Section 10.2.)

Frontage. The area between a building facade and the vehicular lanes of a thoroughfare or the pavement of a pedestrian passage.

Frontage, building. Synonym for facade.

Frontage, pedestrian. That frontage facing the public space that defines the primary, dedicated, and accessible pathway that runs parallel to the street.

Frontage, primary (principal). That frontage facing the public space such as a thoroughfare of higher pedestrian importance (i.e., traffic volume, number of lanes, etc.).

Frontage, private. The layer between the frontage line and the primary building facade. The structures and landscaping within the private frontage may be held to specific standards regarding the depth of the setback and the combination of architectural elements such as fences, stoops, porches and galleries.

Frontage, public. The area between the curb of the vehicular lanes and the frontage line. Elements of the public frontage include the curb, sidewalk, planter, street tree, streetlight, street furniture, etc.

Frontage, retail. Frontage that intended for retail use.

Frontage, secondary. That frontage facing the public space such as a thoroughfare that is of lesser pedestrian importance (i.e., traffic volume, number of lanes, etc.).

Frontage line. Property line or base building line abutting a public space, such as a plaza or thoroughfare, whether at the front, rear, or side of a lot. Facades parallel to frontage lines define the public realm and are therefore more regulated than the elevations that coincide with other lot lines.

Function. The land use allowed on property according to this Code.

Future crown of road. The highest projected elevation of the crown of road after the thoroughfare has been raised. Refer to the Stormwater Management Plan of the Department of Public Works for data.

Gallery. An open structure that projects from the front of a building and covers a sidewalk, providing protected access along one or more sides of a building. It is typically a light, metal colonnade with no habitable space above. See Gallery Frontage Type in Section A.6.A, Frontage Types Table. Compare to arcade.

Gallery frontage. See Section A.6.A, Frontage Types Table.

Green space. An open space outdoors, at grade, unroofed, landscaped and free of impervious surfaces.

Green wall. Refer to Chapter 3 and Chapter 9, Division 4, Landscaping. Green walls are also referred to as living or vegetated walls. See also screening.

Ground floor. Synonym for first story.

Ground sign. A freestanding single or double-faced sign that is placed on or anchored in the ground.

Habitable rooms. Rooms designed and used for living, sleeping, eating, cooking, or working or combinations thereof. Bathrooms, toilet compartments, closets, halls, storage rooms, laundry and utility spaces, basement recreation rooms, and similar areas are not considered habitable rooms.

Habitable space. Building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Hanging sign. A single or double-sided sign suspended from the underside of a canopy, awning, or structure contained wholly underneath the overhead structure.

Height. See building height.

Home office. See Section A.4.A.1, Residential Use.

Hotel. See Section A.4.A.2, Lodging Use.

Inn. See Section A.4.A.2, Lodging Use.

Intensity. The magnitude of development measured by floor lot ratio permitted in the restricted, limited and open categories of a transect zone.

Island Walk. The public shoreline walkway in North Bay Village, formerly known as the Baywalk.

Kiosk. A booth, stand, or similar structure situated outdoors or affixed to the exterior of another structure at which goods or services are marketed. It does not include a structure serving the same purpose which is located within a primary structure, such as a hotel, retail establishment, restaurant, or the like.

Kitchen. A room or area inside a building fully equipped with all the standard cooking appliances including: A sink, stovetop, oven, and refrigerator.

Kitchenette. A room or area inside a building partially equipped with standard cooking appliances, including: A sink, stovetop, and refrigerator, but excluding an oven.

Layer. An area of a lot which comprises a strip of land parallel to a frontage line within which certain elements are allowed or disallowed, as regulated in this Code. A layer is typically specified as being the first, second, or third layer. See Section A.6.B, Definitions Illustrated Table.

Layer, first. The layer between the base building line and the required setback including the private frontage. It is the most visible from the thoroughfare. See Section A.6.B, Definitions Illustrated Table.

Layer, second. The layer behind the first layer starting at the setback which includes that portion of the building which enfronts the thoroughfare. See Section A.6.B, Definitions Illustrated Table.

Layer, third. The layer beyond the first and second layers towards the rear of the lot. It is the least visible from the thoroughfare. See Section A.6.B, Definitions Illustrated Table.

Letter height. The height of a letter from its bottom to its top, including any shadow lines which are constructed as part of the sign.

Level. Synonym for story.

Liner. A building or part of a building with habitable space specifically designed to enfront a public space, masking a function that lacks the capacity to monitor public space, such as a parking lot, parking garage or storage facility.

Livability. See Section A.1.B.2.a.

Live-work. See Section A.4.A.1, Residential Uses.

Living sea wall. Concrete modules that are attached to existing seawalls that mimic natural shapes, which help to disperse wave action, create marine habitat, and increase biodiversity.

Living shoreline. A protected and stabilized shoreline that is made of natural materials such as plants, sand, or rock.

Living wall. See green wall.

Loading berth. See loading space.

Loading space. An area in which goods and products are moved on and off a vehicle, including the stall or berth and the apron or maneuvering room incidental thereto.

Lot. A lot is any individual lot, tract or parcel of land, intended as a single building site or unit, having an assigned number or numbers, letter or letters, or other name through which it may be identified for development purposes. A lot may also be any combination of lots, tracts, parcels or other areas of land established by acceptable legal joinder, delineated by a closed boundary and assigned a number, letter or other name through which it may be identified, intended as a single unit for development purposes.

Lot area. Lot area shall be the area within the lot property lines, excluding any portions of street rights-of-way or other required dedications; see Net Lot Area.

Lot, corner. A lot or parcel of land abutting two or more thoroughfares at their Intersection , or two parts of the same thoroughfare forming an interior angle of less than 135 degrees.

Lot coverage. The area of the lot occupied by all buildings, excluding structures such as decks, pools, and trellises.

Lot, interior. A lot abutting only one thoroughfare.

Lot line. The boundary that legally and geometrically demarcates a lot.

Lot width. The length of the narrowest dimension frontage line of a lot.

Marquee. A permanent roof-like structure supported by a wall of a structure but having no relationship to the roof structure, generally designed and constructed for protection against weather.

Marquee sign. A sign attached to a marquee.

Master plan. A plan for a locality, embracing both the spheres of physical development and policy. A master plan is generally accepted by a legislative body but is not in itself a regulatory document.

Mezzanine. An intermediate, partial floor that projects between main floors of a building and it is counted among the overall floors of a building.

Mean sea level (MSL). Average sea level, commonly referred to as sea level.

Micro unit. A small studio apartment, less than 400 square feet with a fully functioning and accessibility compliant kitchen and bathroom.

Multi-family housing. See Section A.4.A.1, Residential Use.

Mixed-use. Multiple functions within the same building or within the same area through superimposition or adjacency.

Mural. Artwork applied to the wall of a building, which covers all or most of the wall. Where a mural contains a commercial message, it shall be considered a wall sign.

NBV100. Master Plan for North Bay Village.

Net Lot Area. The area within the lot property lines, excluding any portions of street rights-of-way or other required dedications; see Lot Area.

Nonconforming sign. Any sign that has a valid permit and was erected prior to the effective date of the Code or any subsequent amendment hereto, to the provisions of which the sign does not conform.

Open house/model home sign. See real estate sign.

Open space. Any parcel or area of land or water essentially unimproved by permanent buildings and mostly open to the sky; such space shall be reserved for public or private use. Open spaces may include parks, greens, squares, courtyards, gardens, playgrounds, paseos (when designed predominantly for pedestrians), and pedestrian paths or associated landscaped areas. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation.

Outbuilding. A building usually located towards the rear of the same lot as a primary building. It is sometimes connected to the primary building by a backbuilding.

Parking area. Any area designed and used for parking motor vehicles including parking lots and garages, driveways, garages serving residential uses, and thoroughfares.

Parking garage or *parking structure.* A structure containing vehicular parking, including mechanical parking systems.

Parking, off-site. Spaces provided for vehicles and located outside of the boundaries of the lots to be served.

Parking, off-street. Any land area designed and used for parking motor vehicles including parking lots and garages, driveways and garages serving residential uses, but excluding areas of thoroughfares.

Parking, shared. The policy wherein day/night and weekday/weekend schedules allow the parking to be shared by more than one use or building.

Parking, tandem. The placement of vehicles one behind the other as opposed to side by side.

Paseo. See passage.

Passage. A pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long blocks and connect rear parking areas to frontages. They are public open spaces restricted to pedestrian use that also connect thoroughfares and other public use spaces.

Pedestal. In T6 zones, that portion of a building up to and including the seventh story or 100 feet. Also known as podium.

Pedestrian passage. See passage.

Pervious pavement system. A porous surface system with a stabilized base that allows water from precipitation and other sources to pass directly through, thereby reducing the runoff from a site, allowing groundwater recharge, and naturally cooling the surface through evaporation of water from pavement voids or from beneath.

Pier. A platform extending from shore over water used to secure and protect vessels or allow pedestrian access to extend over water.

Planter. The element of the public streetscape which accommodates street trees. Planters may be continuous or individual and separated.

Place of assembly (POA). A commercial facility for public assembly including, but not limited to arenas, auditoriums, conference facilities, convention centers, exhibition halls, major sports facilities, theaters and performing arts centers, and the like.

Plaza. An open space or frontage type available for civic purposes and programmed activities. A plaza shall be spatially defined by building frontages and may include street frontages. Its landscape shall consist primarily of pavement and trees. Plazas shall be located at the Intersection of important thoroughfares.

Political sign. A sign advertising a candidate, political party, or position in connection with a local, state, or national election.

Porch. An open-air room appended to a building, with floor and roof but no walls on the sides facing frontages.

Porch and fence frontage. See Section A.6.A, Frontage Types Table.

Primary building. A structure used to enclose or house the primary use(s) located on a lot; or the main building on a lot, usually located toward the front.

Primary dwelling unit. See single-family residence.

Primary frontage line. A line established within a given lot indicating where the front facade of a structure must be located. (Also build-to line.)

Principal. Synonym for primary.

Projecting sign. A building-mounted, double-sided sign which is mounted perpendicular to a building's facade.

Promenade. A controlled pedestrian sequence designed to be aesthetic, as opposed to an itinerary, which is a controlled sequence without such ambition. A promenade is usually a sequence within a park, sometimes along a waterfront.

Property line. Demarcation of private property ownership.

Prosperity. See Section A.1.B.2.c.

Public parking. See Section A.4.A.6., Civil Support Use.

PZB. The Planning and Zoning Board of North Bay Village.

Real estate sign. A sign depicting sale or lease of a property on the premises of the property being advertised.

Recreational watercraft. A vessel or craft designed and licensed to move across or through water, designed and outfitted exclusively for recreational use.

Regulating Plan. The Form-Based Districts Regulating Plan of North Bay Village. See Section A.1.D, Form-Based District Regulating Plan and Appendix A.

Rental. See real estate sign.

Residential use. See Section A.4.A.1.

Residential construction sign. See construction sign.

Resiliency. The capacity of a community, business, or natural environment to prevent, withstand, respond to, and recover from a disruption.

Retail. A business providing the sale and display of goods or sale of services directly to the consumer. Retail goods include: Clothing, food, furniture, pharmaceuticals, books, used goods, and works of art. General retail services include, but are not limited to: Barber shops, beauty salons, travel agencies, retail banking, real estate agents, retail dry cleaning, laundromats, photo studios, and repair services establishments for small domestic products.

Retail frontage line. Frontage lines designated on a special area plan that require the ground level to be available for retail use.

Right-of-way, public. That land held in trust by the Village between the base building lines, including the sidewalk, swale and parkway area, and the roadway, street and highway.

Rip rap. Loose stone used to form a foundation for a breakwater or other structure.

ROW. Right-of-way.

Rules of construction. A legal term referring to rules for how the code language is written and how it is to be interpreted. This term should not be confused with the Building Code.

Scale. The spatial relationship among structures along a street or block front, including height, bulk and yard relationships. Scale also refers to the proportional relationship of the size of parts to one another and to the human figure.

Screening. Visually shielding or obscuring one structure or use from another or from a thoroughfare by a liner building, fencing, wall, or densely planted vegetation. See also architectural screening.

Sea level rise (SLR). The average long-term global rise of the ocean surface measured from the center of the earth, as derived from satellite observation.

Sea wall. A wall or embankment made up of a bulkhead and cap erected to prevent the sea from encroaching on or eroding an area of land. See bulkhead.

Setback. The distance from the base building line to the point where a building may be constructed. This area must be maintained clear of permanent structures with the exception of encroachments described in each transect zone.

SF. Square foot.

Shared parking standards. An accounting for parking spaces that are available to more than one function.

Shared use path. A form of infrastructure that supports multiple recreation and transportation opportunities. Users but are not limited to: Bicyclists, in-line skaters, wheelchair users, and pedestrians.

Shopfront. The ground floor facade of a commercial building visible from a street, sidewalk, parking area, or other public way, comprising an entrance to an establishment and display windows. See Section A.2.E, Shopfront Standards.

Shopfront frontage. See Section A.6.A, Frontage Types Table.

Sidewalk. The paved layer of the public frontage dedicated exclusively to pedestrian activity.

Sign. Any writing, symbol, figure, representation, logo, emblem, flag, banner, device, letter, word, street clock or temperature announcement, which shall include any announcement, declaration, demonstration, display, illustration, name identification, description or insignia, which is used to advertise or promote the interest of any person or firm when such representation is placed in view of the general public.

Sign band. A horizontal component of a shopfront to accommodate band signs located above transom and shopfront windows and below the transition band.

Sign area. The area of a sign shall mean the area of all lettering, wording, accompanying designs, logos, and symbols, together with the background on which they are displayed, whether open or enclosed. The area of a sign shall not include any supporting framework, bracing, or trim which is incidental to the display, provided that it does not contain any lettering, wording, or symbols. Where the sign consists of individual letters, designs, or symbols attached to a building, awning/canopy, wall, window, or freestanding structure, the area shall be that of the smallest rectangle which encompasses all of the letters, designs, and symbols.

Sign copy. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.

Special Area Plan Permit. The permit process for the implementation of phases within the Sunbeam NBV SAP district granted administratively. See Section A.1.H.

Snipe sign. A sign attached to a tree, pole, stake, fence, public bench, streetlight, or other object, placed on public property, in the public right-of-way or on private property without the permission of the property owner (also known as a bandit sign).

Square. An open space available for unstructured recreation programs and civic purposes. A square is spatially defined by building frontages with streets on at least one frontage. Its landscape shall consist of pavement, lawns, and trees formally disposed. Squares shall be located at the Intersection of important thoroughfares.

Stepback. A recess in the mass of a building above a specified elevation or level. It is measured horizontally from the exterior face of the building below (not from the property line or setback) to the exterior face above.

Stoop. A small, uncovered, exterior stair, most often with a landing, that connects a building entrance to the sidewalk. There may be a ramp in addition to or in place of the stair.

Stoop frontage. See Section A.6.A, Frontage Types Table.

Storefront. Synonym for shopfront.

Story. That portion of a building, other than a basement or mezzanine, included between the surface of any floor and the surface of the floor next above it; or, if there is no floor next above it, then the space between the floor and the ceiling next above it by which height is measured. Synonymous with floor and level.

Streetscape. The urban element that establishes the major part of the public realm. The streetscape is composed of thoroughfares (travel lanes for vehicles and bicycles, parking lanes for cars, and Sidewalks or paths for pedestrians) as well as the amenities of the public frontages (street trees and plantings, benches, streetlights, paving, street furniture, etc.), and the visible private frontages (building facades and building elevations, porches, yards, fences, etc.).

Streetedge. A masking structure stretching along the frontage line or co-planar with the facade, designed to remedy a gap of spatial definition or to mask parking. A streetedge shall consist of one or a combination of the following: A solid masonry streetwall (streetscreen), matching the finish of the primary building; a fence not less than 50 percent opaque; or a dense hedge.

Streetscreen. A freestanding wall required in certain transect zones built along the frontage line, or coplanar with the facade, often for the purpose of masking a parking lot from the thoroughfare.

Structure. A structure is anything constructed or erected, the use of which requires fixed location on the ground or attachment to something having fixed location on the ground or on or below the surface of the ground or water.

Sub-Urban Zone or *T3 Zone.* See transect zone (T-Zone). (Reserved)

Terrace. An elevated, uncovered patio along the front of a building, larger than a stoop or stair landing.

Terrace frontage. See Section A.6.A, Frontage Types Table.

Thoroughfare. A vehicular way incorporating moving lanes and parking lanes within a right-of-way as part of an interconnected network for vehicular, pedestrian, and bicycle mobility.

Tower. In T6 Zones that portion of a building that extends above the pedestal.

Tower, waterview. A habitable portion of a building at or above the maximum building height that is intended for views of the water, and which may be used for access to the roof.

Transect. A system of ordering human habitats in a range from the most natural to the most urban. Transect zones describe the physical character of place at any scale, according to the density and intensity of land use and urbanism.

Transect zone (T-Zone). The identification of areas of varying density whose character is determined by the requirements for use, height, setback and the form of building and the form of the enfronting public streetscape. The elements are determined by their location on the transect scale. Transect zones include T1 Natural, T2 Rural, T3 Sub-Urban, T4 Urban General, T5 Urban Center, and T6 Urban Core, CS Civic Space, CI Civic Institutional. T3 through T6 Zones may be subcategorized as Restricted (R), Limited (L), and Open (O).

Transition line. A horizontal line spanning the full width of a facade, expressed by a material change or by a continuous horizontal articulation such as a cornice or a balcony.

Trellis. A lattice-pattern frame supporting climbing plants, usually made of wood. A trellis may arch to form a tunnel, be straight as a pergola, or be a screen affixed to a wall.

Two-family residence. See Section A.4.A.1, Residential Use.

Type. A category determined by function, disposition, and configuration, including size or extent, such as thoroughfare types, civic space types, etc.

Understory. The uninhabited ground level of a building designed to allow flood waters to pass through.

Use. The purpose or activity for which land, water or buildings are designed, arranged, or intended, or for which land or buildings are occupied or maintained.

Variance. A dispensation permitted on individual parcels of property as a method of relieving an unnecessary hardship, by allowing a reasonable use of the building, structure, or property, which, because of unusual or unique circumstances, is denied by the provisions of this Code.

Verge. The green space between the sidewalk and the curb in the public right-of-way.

Vessel. Any watercraft, power-driven or not, mobile or stationary, surface, subsurface or hydrofoil, including but not limited to ships, boats, houseboats, air boats, and sea planes, but excluding floating structures.

Vessel, commercial. A vessel built, altered, or used for the primary purpose of engaging in water-related commercial activity, including but not limited to charter boats, fishing boats, cruise ships, and freighters.

Vessel, private pleasure craft. A vessel which is privately owned or leased primarily for recreational purposes. Private pleasure craft do not include commercial, official, or scientific vessels. For regulatory purposes, private pleasure craft are divided into two classes. Minor: Under 16 feet in length; major: 16 feet and over in length. Private pleasure craft may or may not contain facilities qualifying them residential use. Where they do contain such facilities, use within the Village limits shall be governed as provided in this Code and other applicable regulations.

Vestibule. A passage, hall, or room between the outer door and the interior of a building.

View corridor. A portion of a lot that allows views of the water from a public thoroughfare. No parking or above-ground structures are allowed within a clearance of two stories. Landscaping must not completely obstruct the view.

Village. North Bay Village.

Village center. Typically comprised of a cohesive mix of residential, civic, religious, commercial, and mixed-use buildings, arranged along a main street and intersecting streets that are within walking distance for residents who live within and surrounding the core.

Village Code. The Code of Ordinances of North BayVillage.

Waiver. Permits for a minor deviation from the Code, other than for use, granted administratively. See Section 15.1.H.

Wall sign. A sign erected against or painted on the wall of any building, displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window, or door.

Warning/instructional sign. An on-premises sign regulating the use of the premises, such as a "no trespassing," "no-hunting," or "no soliciting" sign.

Warrant. A minor use exception granted administratively. See Section 15.1.H.

Wayfinding sign. A sign or series of signs directing from point to point or confirming progress along a route to a destination.

Window sign. A sign that is applied, painted, or affixed to a window, or placed inside a window, within three feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material without lettering behind a store window are not considered signs.

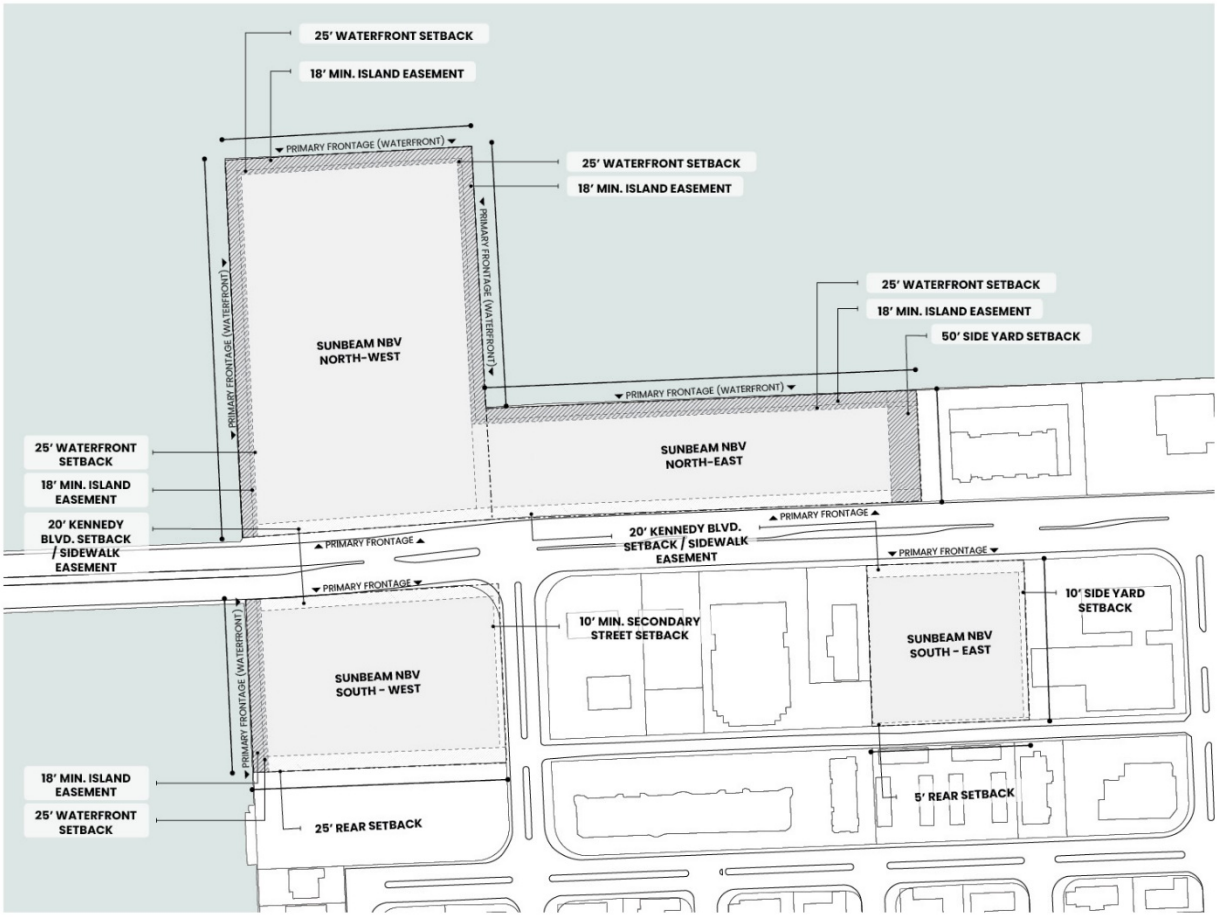
Work-live. A mixed-use unit that contains a commercial, office, or light industrial component. The work component exceeds 50 percent of the dwelling unit area.

Yard sale sign. See garage sale sign.

Yard sign. A freestanding sign placed along a property frontage.

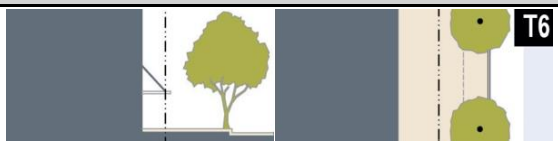
§ A.5 Form-Based Districts Regulating Plan.

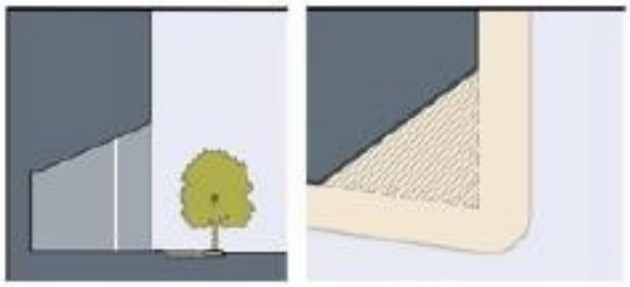
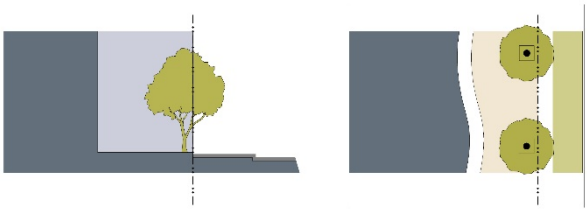
The official Sunbeam NBV SAP Form-Based District Regulating Plan (a.k.a., Sunbeam Regulating Plan) is maintained in the Office of the Village Clerk. Refer to Section A.1 for General Provisions. The Sunbeam NBV SAP form-based district indicated on the Sunbeam Regulating Plan supersedes zoning districts and overlay districts on the North Bay Village Zoning Map.



2. Sunbeam NBV SAP Site Plan

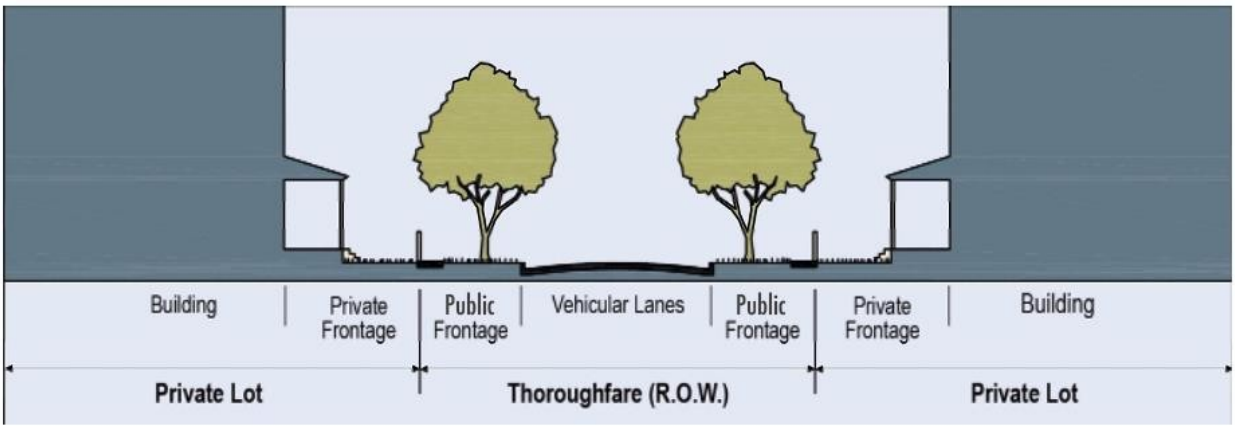
§ A.6.A Frontage Types Table

	SECTION LOT PRIVATE ► Frontage | R.O.W. ◄ PUBLIC Frontage PLAN LOT PRIVATE ► Frontage | R.O.W. ◄ PUBLIC Frontage
a. Common Lawn. (Reserved)	
A frontage wherein the facade is set back substantially from the frontage line. The front yard created remains unfenced and is visually continuous with adjacent yards, supporting a common landscape. The setback can be densely landscaped to buffer from higher speed thoroughfares.	
b. Porch and Fence. (Reserved)	
A frontage wherein the facade is set back from the frontage line with an attached porch permitted to encroach. A fence at the frontage line maintains the demarcation of the yard while not blocking view into the front yard.	
c. Terrace.	
A frontage wherein the facade is set back from the frontage line by an elevated terrace. This type buffers residential use from urban sidewalks and removes the private yard from public encroachment. The raised terrace is suitable for outdoor cafes.	
d. Forecourt.	
A frontage wherein a portion of the facade is close to the frontage line with a portion set back. The forecourt with a large tree offers visual and environment variety to the urban streetscape.	
e. Stoop.	
A frontage wherein the facade is aligned close to the frontage line with the first story elevated from the sidewalk sufficiently to secure privacy for the windows. The entrance is usually an exterior stair and landing. This type is recommended for ground-floor residential use.	
f. Shopfront.	
A frontage wherein the facade is aligned close to the frontage line with the building entrance at sidewalk grade. This type is conventional for retail use. It has substantial glazing at the sidewalk level and an awning that may overhang the sidewalk.	
g. Gallery.	

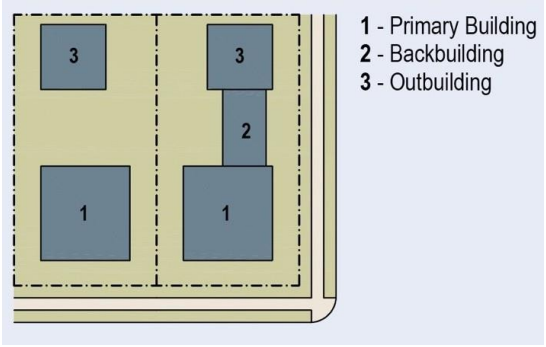
A frontage wherein the facade is aligned at the frontage line with an attached lightweight colonnade overlapping a sidewalk. This type is conventional for retail use. The gallery shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.	
h. Arcade.	
A frontage wherein the facade is aligned at the frontage line with an open colonnade overlapping the sidewalk. Habitable space is found above the entirety of the arcade for floors two through five. This type is conventional for retail use. The arcade shall be no less than 20 feet wide and shall overlap the whole width of the Kennedy Cswy. setback up to the property line.	
i. Cantilever.	
A Frontage where a portion of the Façade cantilevers beyond the first floor building line including but not limited to an improved public or private outdoor area covered by a structure and open to a Thoroughfare on a minimum of one (1) side. The area below a Cantilever may be an extension of a Civic Space Type or Open Space and may project beyond the Frontage Line.	
j. Plaza.	
A frontage where the facade is setback from the frontage line and the area between the façade and the frontage line is Open Space or Civic Space. Plazas may be landscaped or hardscaped.	

§ A.6.B Definitions Illustrated Table.

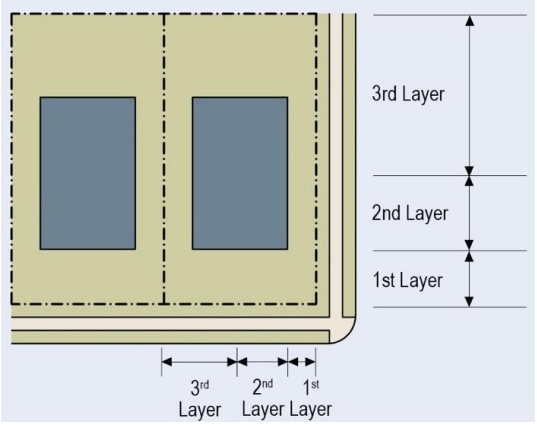
a. Thoroughfare and Frontages.



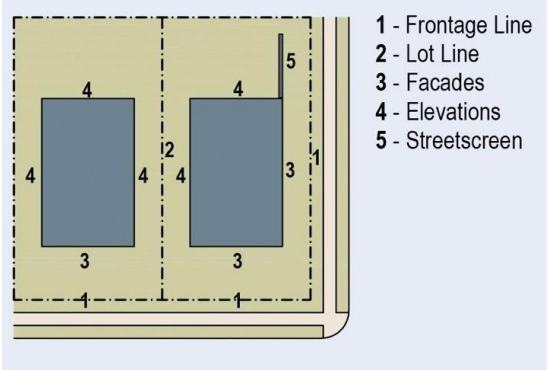
b. Building Disposition



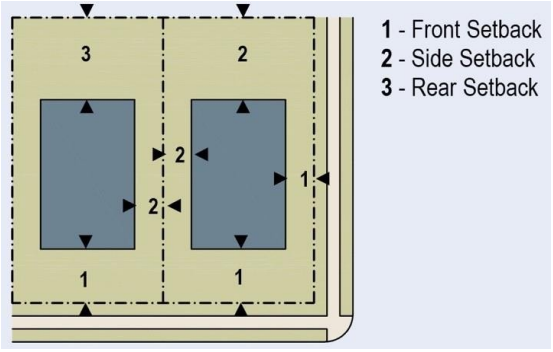
c. Lot Layers.



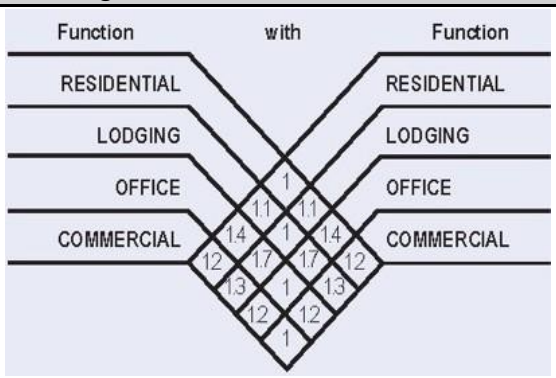
d. Frontage & Lot Lines.



e. Setback Designations.



§ A.6.C Shared Parking Standards Table.

a. Sharing Factor.	
	The Shared Parking Standards Table provides the method for calculating shared parking for buildings with more than one use type. It refers to the parking requirements that appear in Section A.7.A. The parking required for any two functions on a lot is calculated by dividing the number of spaces required by the lesser of the two uses by the appropriate factor from this table and adding the result to the greater use parking requirement. For instance: For a building with a residential use requiring 100 spaces and a commercial use requiring 20 spaces, the 20 spaces divided by the sharing factor of 1.2 would reduce the total requirement to 100 plus 16 spaces. For uses not indicated in this chart on a mixed-use lot a sharing factor of 1.1 shall be allowed. Additional sharing is allowed by warrant.

At such time as public transportation such as train, light rail or ferry but not including bus service, is provided, parking requirements may be reduced by thirty (30%) percent pursuant to Section A.7.A.a.

§ A.6.D Loading Berth Standards Table.

USE			NOTES
a. Residential[1]	**From 25,000 sf to 500,000 sf**		**Berth Types** Residential: 240 sf = 10 ft x 20 ft (12 ft high) Commercial: 420 sf = 12 ft x 35 ft (15 ft high) Industrial: 660 sf = 12 ft x 55 ft (15 ft high) [1] Residential loading berths shall be set back a distance equal to their length.
	Berth Size	**Loading Berths**	
	420 sf	1 per first 100 units	
	240 sf	1 per each additional 100 units or fraction of 100	
	Greater than 500,000 sf		
	Berth Size	**Loading Berths**	
	660 sf	1 per first 100 units	
	240 sf	1 per each additional 100 units or fraction of 100	
b. Lodging	**From 25,000 sf to 500,000 sf**		
	Berth Size	**Loading Berths**	
	420 sf	1 per first 300 rooms	
	240 sf	1 per 100 rooms	
	Greater than 500,000 sf		
	Berth Size	**Loading Berths**	
	660 sf	1 per first 300 rooms	
	240 sf	1 per 100 rooms	

<table>
<tr><td rowspan="8">c. Office,

Commercial,[2]
Industrial[3]</td><td colspan="3">From 25,000 sf to 500,000 sf</td><td rowspan="8">[2] 1 commercial berth may be substituted by 2 residential berths

[3] 1 industrial berth may be substituted by 2 commercial berths.

A required industrial or commercial loading berth may be substituted by a commercial or residential loading berth by waiver if the size, character, and operation of the use is found to not require the dimensions specified and the required loading berth dimension could not otherwise be provided according to the regulations of this Code.</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>420 sf</td><td>1st</td><td>25K sf—50K sf</td></tr>
<tr><td>420 sf</td><td>2nd</td><td>50K sf—100K sf</td></tr>
<tr><td>420 sf</td><td>3rd</td><td>100K sf—250K sf</td></tr>
<tr><td>420 sf</td><td>4th</td><td>250K sf—500K sf</td></tr>
<tr><td colspan="3">Greater than 500,000 sf</td></tr>
<tr><td>Berth Size</td><td>Loading Berths</td><td>Area</td></tr>
<tr><td>660 sf</td><td>1 per</td><td>500K sf</td></tr>
</table>

KEY:
sf = square feet
K = 1,000

§ A.6.E Sign Restrictions Table.

Sign Type*	Period	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)
a. A-Frame	B	1 per tenant	9 sf. each side	n/a
b. Awning	O	1 sloping plane, plus 1 valence per awning	75% of sloping plane; 75% area of awning valence	16 in. on sloping plane; 8 in. on valence
c. Band Sign (Syn. Wall sign)	O	1 per frontage	3 sf. per linear ft.	16 in. on sloping plane; 8 in. on valence
d. Banner	T	1 per event	Per NBV	Per NBV

e. Canopy	P	1 per canopy	2 sf. per linear foot of shopfront	Copy height (max.)
f. Commercial Construction	T	1 per construction site	32 ft.	n/a
g. Corner	P	1 per building	40 sf.	16 in. on sloping plane; 8 in. on valence
h. For Sale	T	1 per lot	3 sf. each side, 60 in. above grade	Per NBV
i. Ground	P	1 per frontage	36 sf. each side	Copy height (max.)
j. Hanging	P	1 per tenant	6 sf. each side	n/a
k. Marquee	P	1 per entry	n/a	16 in. on sloping plane; 8 in. on valence
l. Mural**	P	1 per frontage	n/a	per NBV
m. Projecting	P	1 per tenant	6 sf. each side	Copy height (max.)
n. Open House Estate Sale Model Home	T	1 per lot	3 sf. each side, 30 in. above grade	n/a
o. Window	O	1 per window	25% of glazed area	Per NBV
p. Yard	T	1 per 50 feet of frontage	6 sf. each side	Copy height (max.)

KEY:

P—Permanent; signs do not require removal.

O—Occupancy; signs must be removed within seven days of the end of tenant occupancy. B—

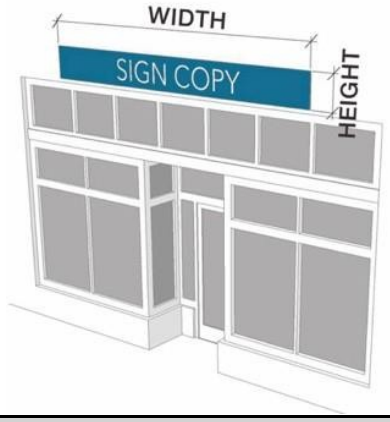
Business; signs must be removed when the business is closed.

T—Temporary; signs must be removed within the time period specified by sign type. Per NBV—Parameter to be determined admiratively. See also Section 11.7.

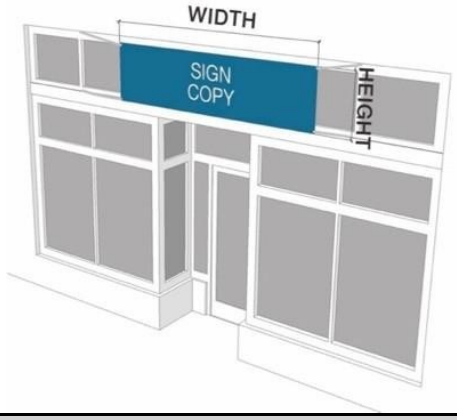
* Note: See Section A.4.B, Definitions of Terms, and Section A.6.F, Sign Types Illustrated Table.

** Murals—In keeping with the character of the Village, it is suggested that murals be limited to themes depicting nature or the natural environment.

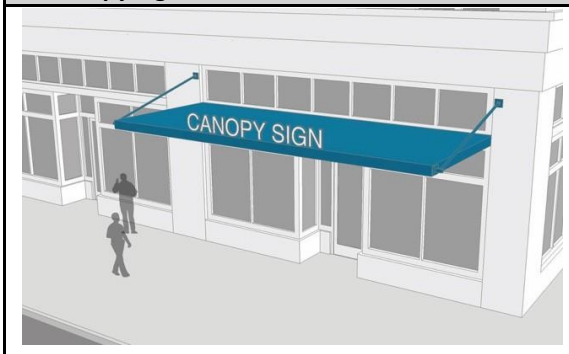
§ A.6.F Sign Types Illustrated Table.

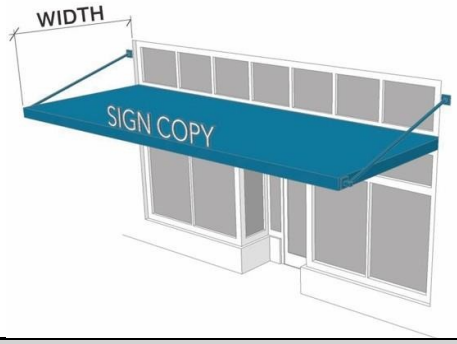
a. A-Frame Sign.	
	
b. Awning Sign.	
	
c. Band Sign (Syn. Wall Sign).	
	
d. Banner Sign.	





e. Canopy Sign.





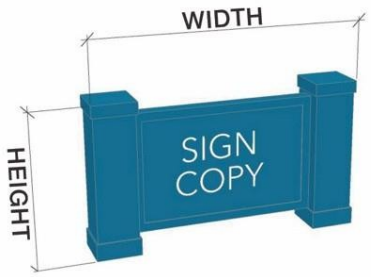
f. Corner Sign.



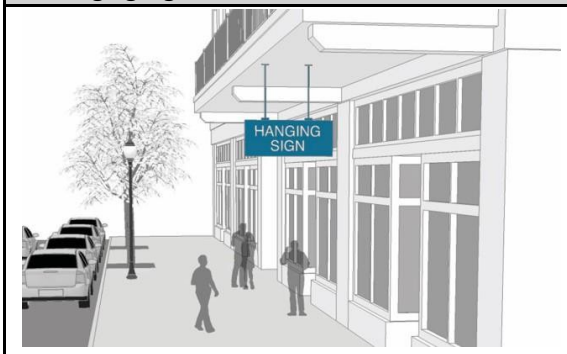


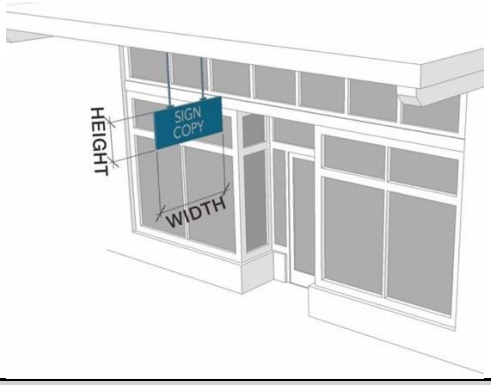
g. Ground Sign.





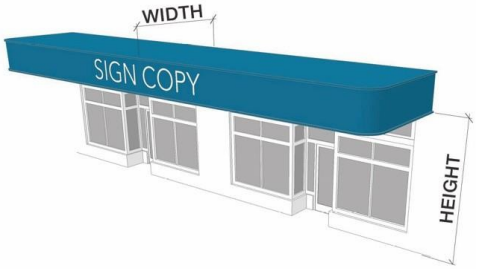
h. Hanging Sign.





i. Marquee Sign.





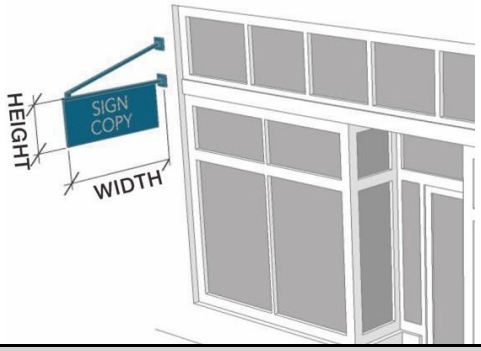
j. Mural Sign.



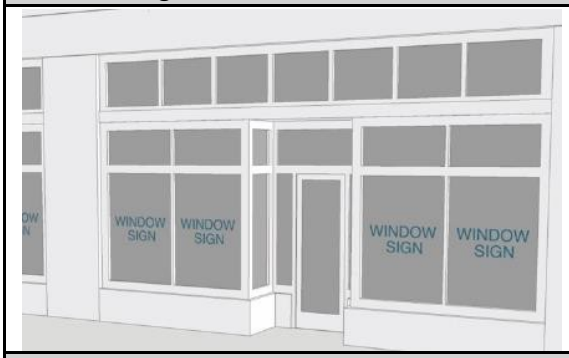


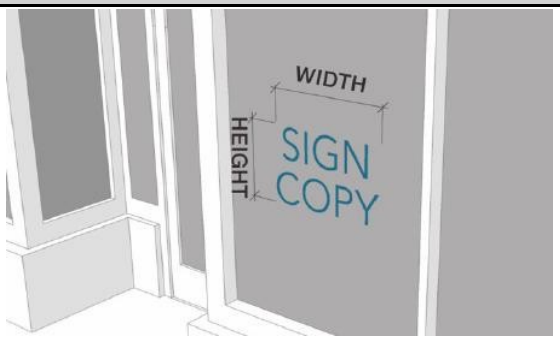
k. Projecting Sign.



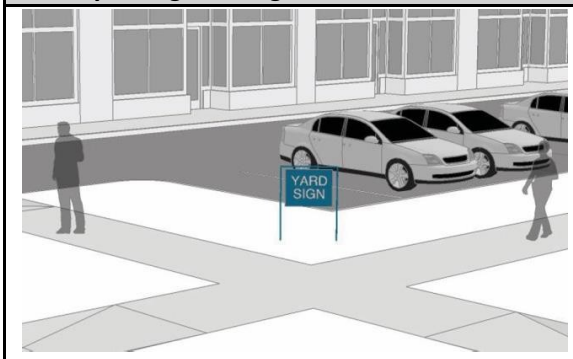


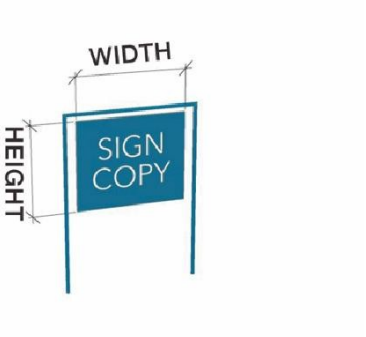
l. Window Sign.





m. Wayfinding/Yard Sign.





§ A.7.A Building Function (Uses) and Parking Requirements Table.

USE		PARKING REQUIREMENTS
a. Common to all uses listed below.		
		In addition to specific parking requirements described below, all uses listed in this table are subject to the following requirements and provisions, unless noted otherwise: • Electric vehicle (EV) charging stations (220V) per Sec. 8.23. • Bicycle parking and storage per Sec. 8.24. • On-street parking along any frontage shall be counted towards the overall parking requirement. • Parking may be provided by ownership or lease offsite within 1,000 feet. if the distance is found to be reasonable by the Village Commission, per Section 9.3.D. • Parking requirement may be reduced according to the Shared Parking Standards, Section A.6.C and Section A.6.D. • Parking ratio may be reduced by 30 percent due to proximity to a transit corridor after review and approval by Village Commission. • Loading Berth Standards - See Section A.6.D.
b. Residential.		
Single-Family Residence		Residential uses are limited by compliance with: • Minimum of 1.0 parking space per dwelling unit. • Minimum of 0.75 parking spaces per dwelling unit less than 400 SF with Commission approval. • Minimum of one additional visitor parking space for every ten dwelling units. • Live-work - Work component shall provide parking as required by the non-residential use
Community Residence		
Accessory Dwelling Unit (ADU)		
Two-Family Residence		
Multi-Family Housing	R	
Dormitory	R	
Home Office	R	
Live-Work	R	

		in addition to parking required for the dwelling unit. • Adult Family-Care Homes - Minimum one space per staff member and one space per four residents. • Community Residence - Minimum of one parking space per staff member in addition to the parking required for the primary dwelling unit(s). • Residential rentals shall comply with Chapter 13 - Vacation License Program.
c. Lodging.		
Bed & Breakfast		Lodging uses are limited by compliance with: • Minimum of one parking space for every two lodging units. • Minimum of one additional visitor parking space for every 15 lodging units.
Inn	R	
Hotel	R	
d. Office.		
Office	R	Office uses are limited by compliance with: • Minimum of three parking spaces for every 1,000 square feet of office use.
e. Commercial.		
Auto-Related Establishment	R	Commercial uses are limited by compliance with: • A maximum area of 55,000 square feet per establishment. • Minimum of three parking spaces for every 1,000 square feet of commercial use, except for self-storage facilities, minimum one parking space for every 10,000 square feet. • Excluding repair services * Refer to Chapter 12, Adult Entertainment
Entertainment Establishment	R	
Entertainment Estab. Adult*	W	
Food Service Establishment	R	
Alcohol Beverage Service	R	
General Commercial	R	
Marine-Related Establishment	R	
Open Air Retail	R	
Place of Assembly	R	
Recreational Establishment	R	
Self-Storage Facility	E	
f. Industrial.		
Auto-Related Industrial Estab.		
Manufacturing and Processing		
Marine-Related Industrial Estab.		
Products and Services		
Storage/Distribution Facility		
g. Civic.		
Community Facility	R	Civic uses are limited by compliance with:
Recreational Facility	R	

Religious Facility	R	• Minimum of one parking space for every five seats of assembly uses. • Minimum of one parking space for every 1,000 square feet of exhibition or recreation area, and parking spaces for other uses as required.
Regional Activity Complex	E	
h. Civil Support.		
Community Support Facility	R	Civil Support Uses are limited by compliance with: • Minimum of one parking space for every 1,000 square feet of civil support use. • Minimum of one parking space for every five seats of assembly use. • Minimum of one parking space for every five slips of marine use. • Adult Daycare - Minimum of one space per staff member.
Infrastructure and Utilities	E	
Major Facility	E	
Marina	R	
Public Parking	R	
Rescue Mission		
Transit Facilities	E	
i. Educational.		
Childcare	R	Educational uses are limited by compliance with: • Minimum of two parking spaces for every 1,000 square feet of educational use. • Childcare Facilities - Minimum of one space per staff member.
College/University	R	
Elementary School	R	
Learning Center	R	
Middle/High School	R	
Pre-School	R	
Research Facility	R	
Special Training/Vocational	R	

KEY:

R = Allowed by right.

E = Allowed by exception: Granted after a public hearing. Boxes with no designation signify use prohibited.

Permitting shall be in compliance with the requirements established in Chapter 5, Permits and Development Approvals.

(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.A.1 Summary Table General to Sunbeam NBV SAP - Density Intensity

SUNBEAM NBV SUMMARY TABLE		
General	Required	Provided
Density	150 Dwelling Units per Acre (DU/A)*	150 (D/UA)*
Intensity		
Floor Lot Ratio	13 max.	13 max.
Open Space Requirement	15% Lot Area min.	84,289 sq.ft. min.

Civic Space	7.5% Lot Area min.	42,145 sq.ft. min.
Lot Area	87,120 sq. ft. SAP min.	562,446 sq.ft.

**** Pursuant to ~~Density with Bonus (2) Program~~, and subject to the terms included in the approved Sunbeam NBV SAP Development Agreement***

Civic Space – Subject to the terms of the approved Sunbeam NBV SAP Development Agreement

A.7.B Summary Table and Illustrations—Sunbeam NBV SAP South.

SUNBEAM NBV SAP SOUTH SUMMARY TABLE			
1. *Building disposition.*		**West**	**East**
i. *Lot occupation.*		Provided	Provided
a. Lot Coverage	90% max.	2.45 Ac. max.	1.5 Ac. max.
b. Lot Width	100 ft. min.	418 ft.	265 ft.
c. Reserved.	Reserved.	- _	- _
d. Reserved.	Reserved.	- _	- _
e. Frontage at Front Setback	50% min.	209 ft.	130 ft.
f. Reserved.	Reserved.	- _	- _
g. Reserved.	Reserved.	- _	- _
h. Reserved.	Reserved.	- _	- _
ii. *Building setback.*			
a. Primary Front – Kennedy Cswy.	20 ft.		
b. Primary Front – Waterfront	25 ft. min.		
c. Secondary Front/Side A	10 ft. min.		
d. Side B	0 ft. min.		
e. Rear	5 ft. min.[1]	25 ft. min.	5 ft. min.
f. Rear Stepback 1	50 ft. min. from prop. line above Pedestal at 7 stories or 100 ft.		
g. Rear Stepback 2	100 ft. min. from prop. line above 20th story or 240 ft.		
2. *Building configuration.*			
i. Frontage.			
a. Common Lawn	Prohibited		
b. Porch and Fence	Prohibited		
c. Terrace	Allowed		
d. Forecourt	Allowed[2]		
e. Stoop	Allowed[3]		
f. Shopfront	Allowed		
g. Gallery	Allowed		
h. Arcade	Prohibited		
i. Cantilever	Allowed		
j. Plaza	Allowed		
ii. Building *height.*	Required	West	East
a. Min. Building Height	2 stories	2 stories	
b. Max. Pedestal Height	7 stories or 100 feet	7 stories or 100 feet	

c. Max. Building Height	See Drawing AS-1.10	450 ft. max.	240 ft. max.

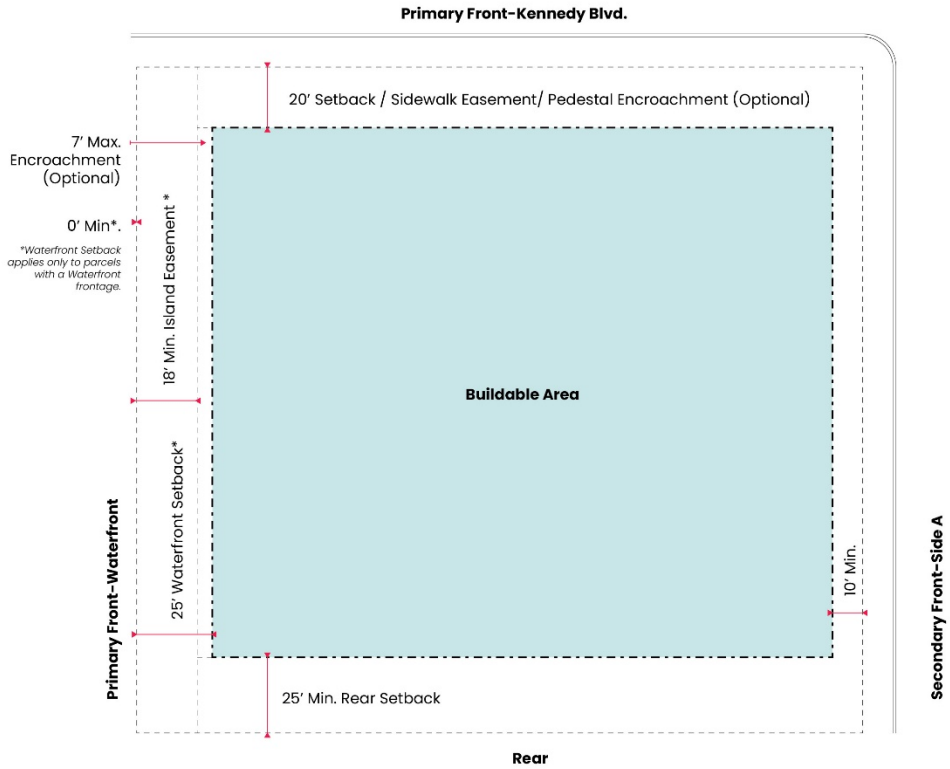
1 Rear setback shall be 15 ft. min. when not abutting an alley and shall be 50 ft. min. above the fifth story when the rear lot line abuts a lower transect zone or RS-1, RS-2 or RM-40 residential zoning district.

2 Forecourts shall be pedestrian only.

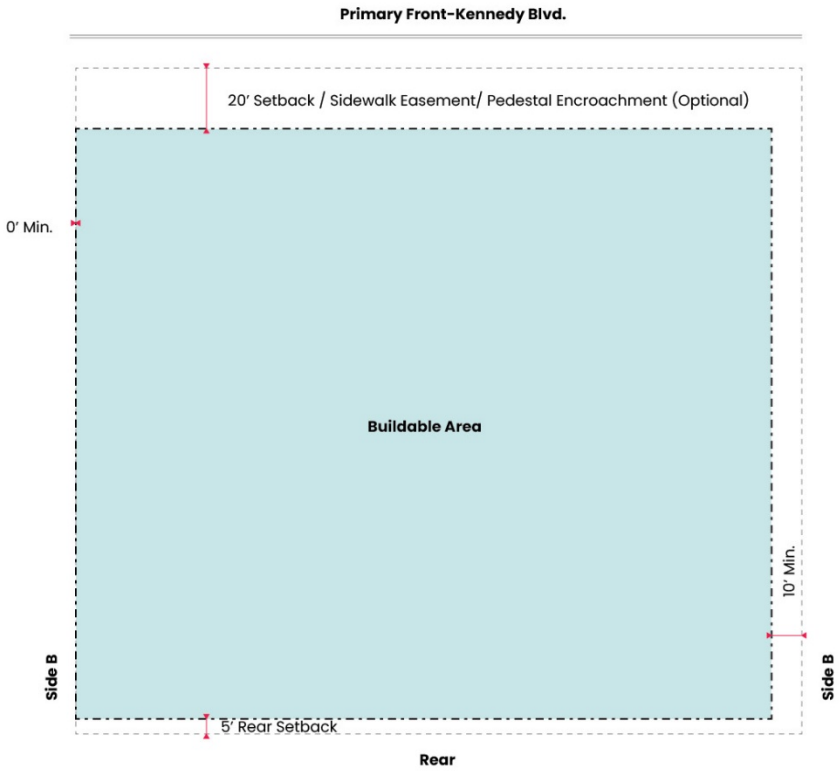
3 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above.

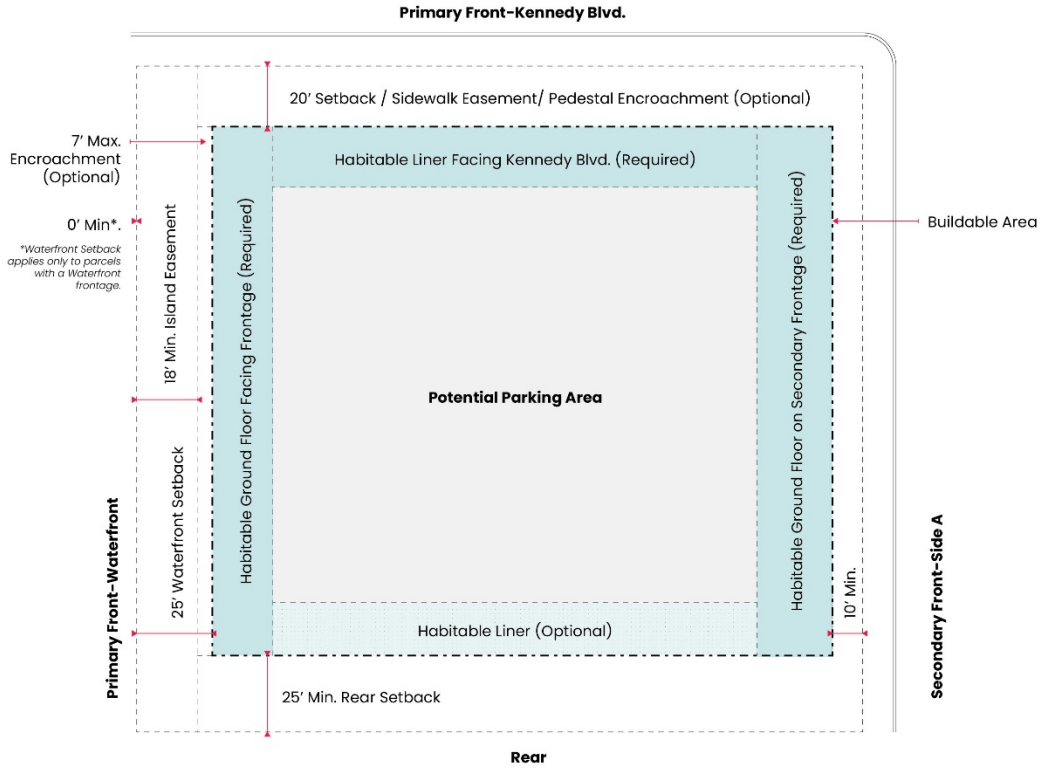
3. *a. Building Placement Illustration—**Sunbeam NBV SAP South-West.***



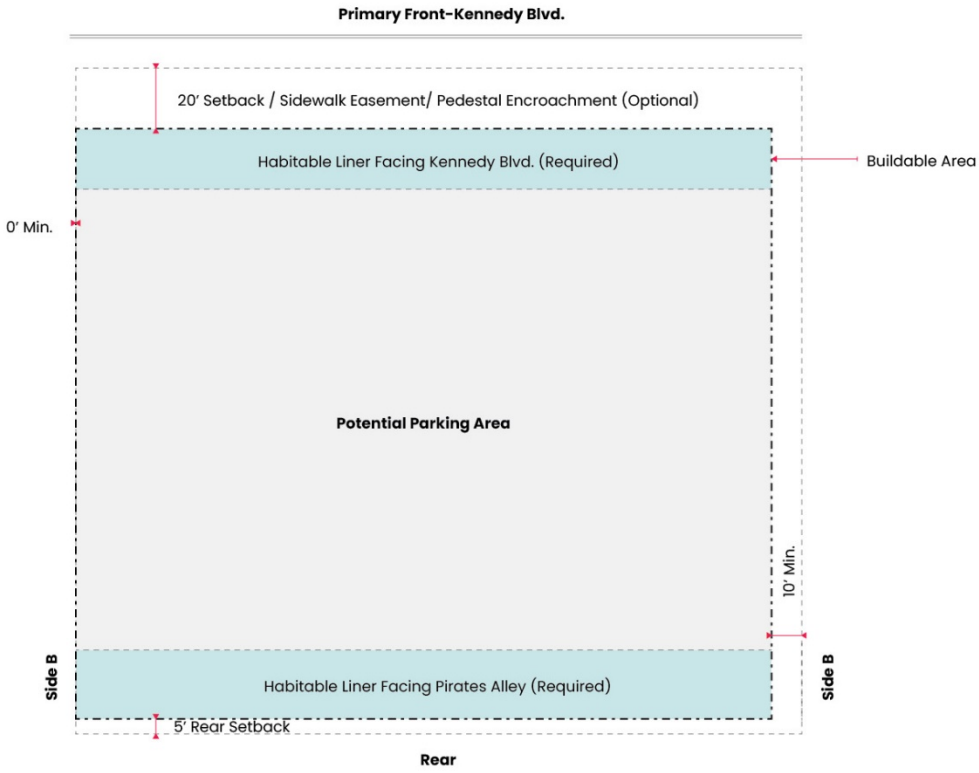
3*. b. Building Placement Illustration—**Sunbeam NBV SAP South-East***



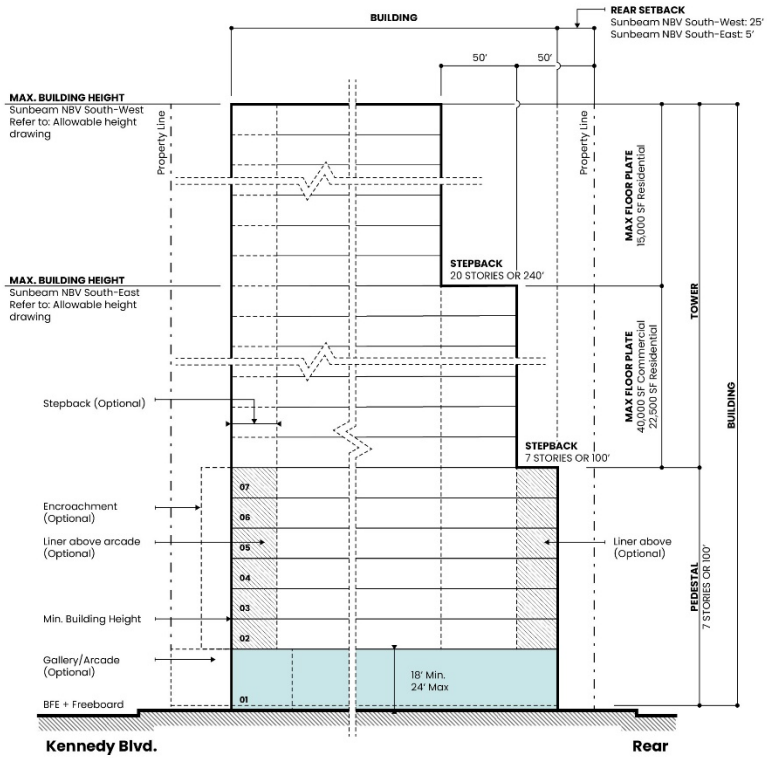
4. *a. Parking Placement Illustration—* ***Sunbeam NBV SAP South-West***



4. b. Parking Placement Illustration— Sunbeam NBV SAP South-East


Primary Front-Kennedy Blvd.
20' Setback / Sidewalk Easement/ Pedestal Encroachment (Optional)
Habitable Liner Facing Kennedy Blvd. (Required)
Buildable Area
0' Min.
Potential Parking Area
10' Min.
Side B
Habitable Liner Facing Pirates Alley (Required)
Side B
5' Rear Setback
Rear

5. *Building Height Illustration—* ***Sunbeam NBV SAP South***



§ A.7.C Summary Table and Illustrations— Sunbeam NBV SAP North.

SUNBEAM NBV SAP NORTH SUMMARY TABLE		
1. ***Building disposition.***		
i. ***Lot*** **occupation.**	**Required**	**Provided**
a. Lot Coverage	75% max.	6.39 Ac. max.
b. Lot Width	100 ft. min.	1,123 ft
c. Reserved.	Reserved.	-
d. Reserved.	Reserved.	-
e. Frontage at Front Setback	50 % min.	561.5 ft
f. Reserved.	Reserved.	-
g. Reserved.	Reserved.	-
h. Reserved.	Reserved.	-
ii. Building *setback.*		
a. Primary Front - Kennedy Cswy.	20 ft.	
b. Primary Front - Waterfront	25 ft. min.	
c. Side West (View Corridor)	20% of lot width min. aggregate, 225 feet minimum width - See Site Plan Drawing AS-1.08	

d. Side East	25 ft. min.

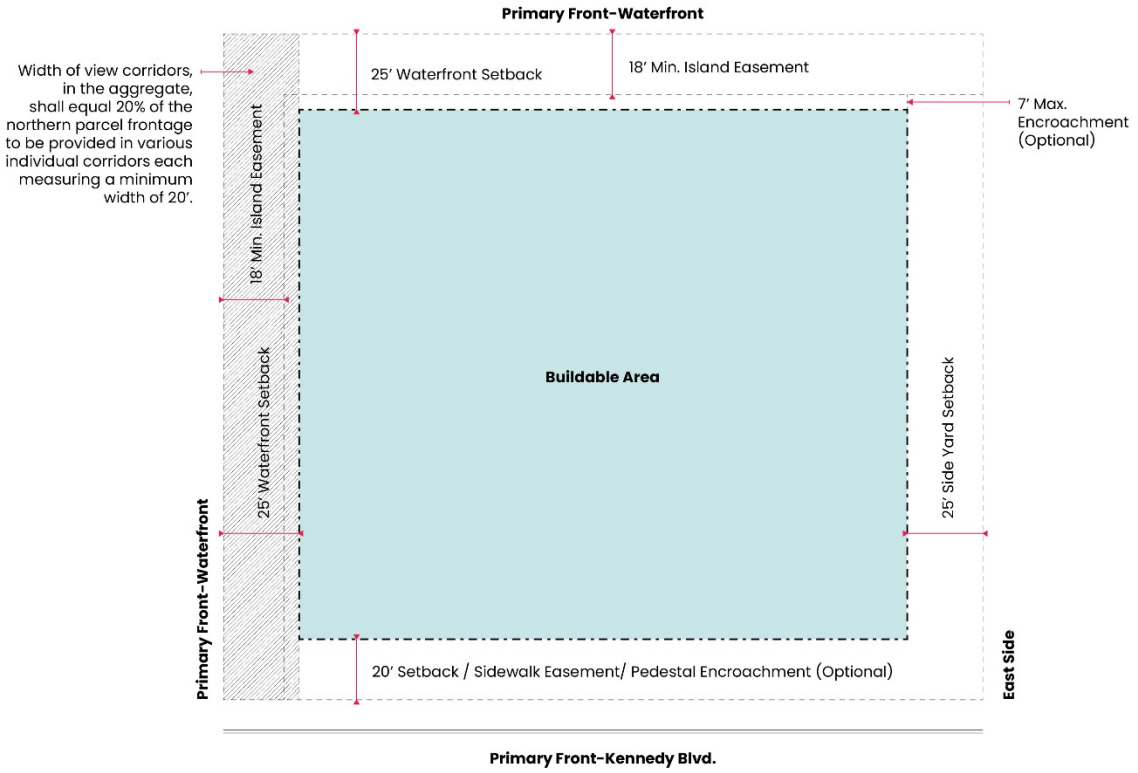
e. Stepback (Kennedy Causeway and Side Yards; Optional Stepback in Waterfront Yard) - see Building Height Illustration	0 ft. min. above the Pedestal	
f. Stepback (East) - see Allowable Height Illustration	100 ft. min.	
2. *Building configuration.*		
i. Frontage *(Kennedy Causeway).*		
a. Common Lawn	Prohibited	
b. Porch and Fence	Prohibited	
c. Terrace	Allowed	
d. Forecourt	Allowed[1]	
e. Stoop	Allowed[2]	
f. Shopfront	Allowed	
g. Gallery	Allowed	
h. Arcade	Allowed	
i. Cantilever	Allowed	
j. Plaza	Allowed	
ii. Building *height.*	Required	Provided
a. Min. Building Height	2 stories	2 stories
b. Max. Pedestal Height	10~~7~~ stories or 120~~00~~ feet	10~~7~~ stories or 120~~00~~ feet
c. Max. Building Height	See Drawing AS-1.10	650 ft. max.

1 Forecourts shall be pedestrian only.

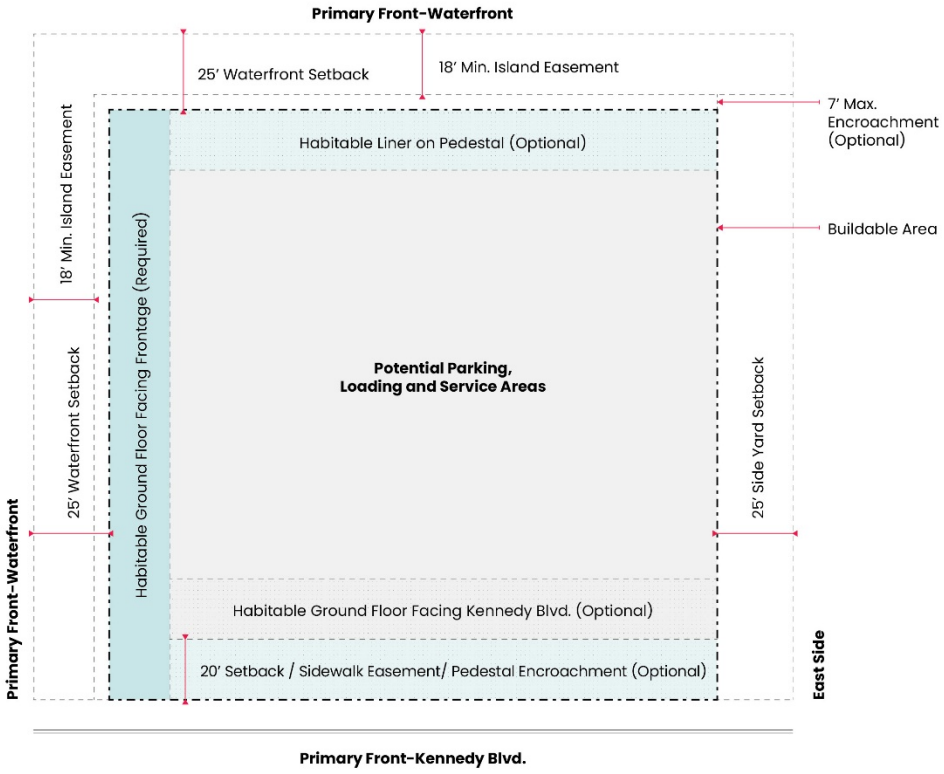
2 Not allowed facing Kennedy Causeway.

† Note: Development approvals – The Sunbeam NBV SAP shall be valid for thirty years following final approval by the Village Commission, unless otherwise stipulated in the Development Agreement. Individual SAP Permit approvals shall be valid for two years in accordance with these regulations. Extensions and tolling to eligible permits can be granted pursuant to Florida Statutes, based on timely notice by the applicant. Site plans associated with an SAP permit may be granted no more than two one-year renewals, subject to approval by the Village Commission. To avoid expiration of the site plans, the applicant must apply for and obtain a full building permit within the time frames set forth above.

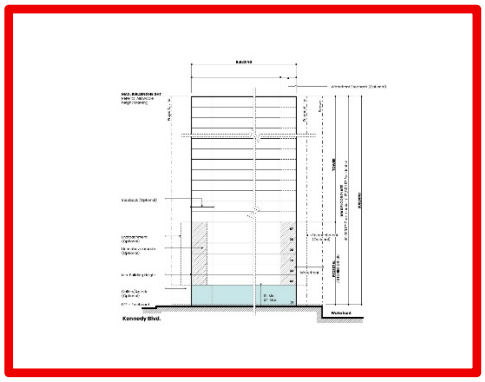
*3. Building Placement Illustration—**Sunbeam NBV SAP North**.*

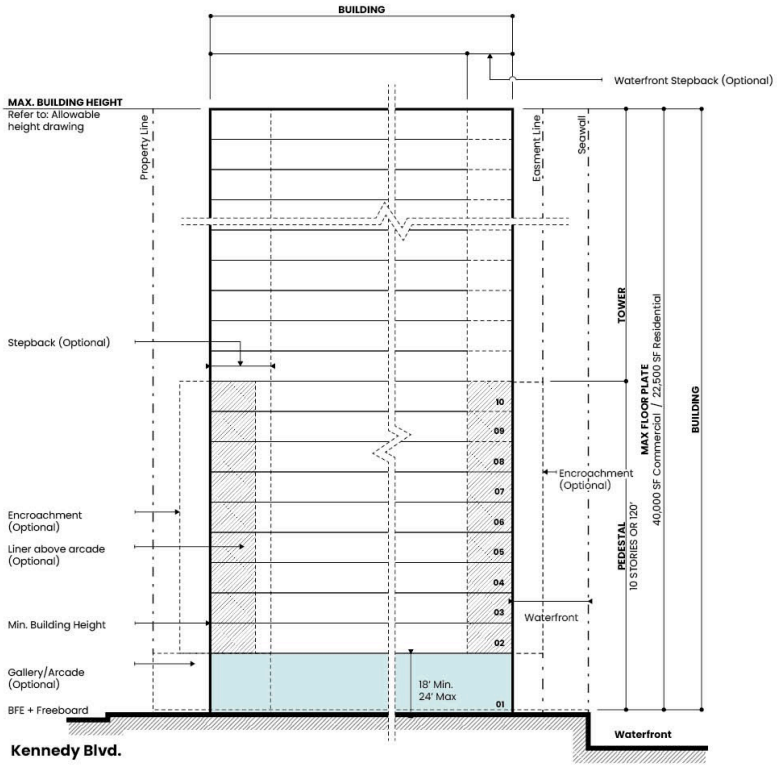


4. *Parking Placement Illustration— **Sunbeam NBV SAP North**.*



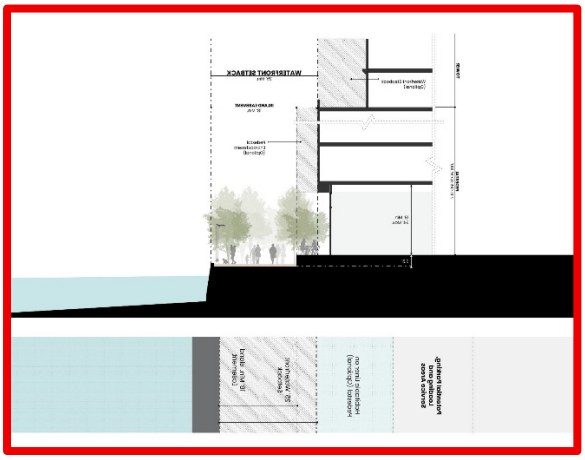
*5. Building Height Illustration— **Sunbeam NBV SAP North**.*

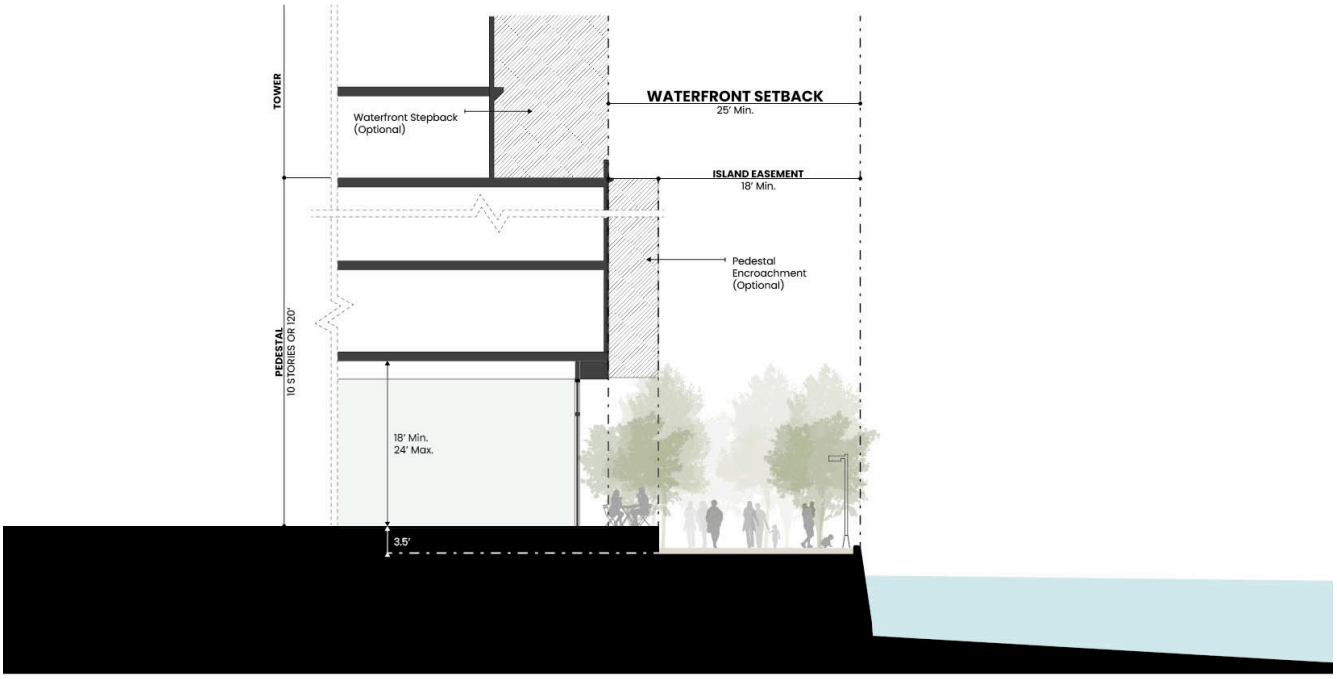


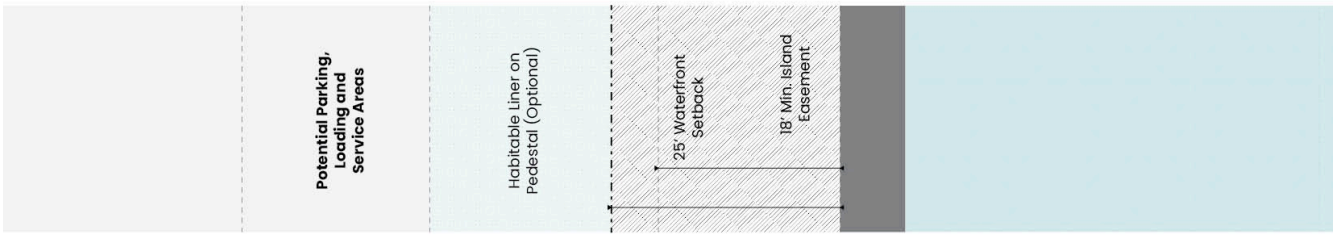


(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.D Section Detail Illustration.







(Ord. No. 2021-004 , § 2(Exh. A), 2-9-21)

§ A.7.E Building Function (Uses) and Parking Requirements—T3.

[Reserved]

§ A.7.F Summary Table and Illustrations—T3.

[Reserved]

§ A.7.G Summary Table and Illustrations—T4.

[Reserved]

§ A.7.H Summary Table and Illustrations—T5.

[Reserved]

§ A.7.I Design Review Criteria Table.

Design Review Criteria
Building Disposition
Respond to the physical context taking into consideration natural features, existing urban form, and transect zone intentions.
For buildings on corner lots, design facades to acknowledge all frontages.
For modifications of nonconforming structures. See also Ch. 6.
Create transitions in height and mass with abutting properties and transect zones.
Building Configuration
Articulate the building facade vertically and horizontally in intervals appropriate to the existing neighborhood and transect zone.
Articulate the building facade at street level to recognize pedestrian continuity and interest, and at upper levels to recognize long views of buildings.
Use architectural styles and details (such as roof lines and fenestration), colors and materials derivative from surrounding area.
Promote pedestrian interaction.
Design all walls as active facades, with doors and windows; when not possible, embellish walls with architectural design treatment.
Provide usable open space that allows for visible and convenient pedestrian access from the public sidewalk.
Building sites should locate service elements, such as trash dumpsters, utility meters, loading docks, backflow preventers, Siamese connections and electrical, plumbing, mechanical and communications equipment away from a street front. All service elements shall be situated and screened from view to the street and adjacent properties. See also Chapter 8, Division 4, Supplemental Development Standards.
Building Function and Density
Respond to the neighborhood context and transect zone.
Parking Standards
Minimize the impact of automobile parking and driveways on the pedestrian environment and adjacent properties.
For pedestrian and vehicular safety minimize conflict points such as the number and width of driveways and curb cuts.
Minimize off-street parking adjacent to a thoroughfare front and where possible locate parking behind the building.
Design landscaping or surface parking areas as buffers between dissimilar uses.

Screen parking garage structures with habitable space. Where habitable space is not provided, architectural treatments and landscaping shall screen the garage structure.
Landscape Standards
Preserve existing vegetation and/or geological features whenever possible.
Reinforce transect zone intention by integrating landscape and hardscape elements.
Use landscaping to enhance building design and continuity of streetscape.
Use landscape material, such as plantings, trellises, pavers, screen walls, planters and similar features, to enhance building design and continuity of streetscape.
Provide landscaping that screens undesirable elements, such as surface parking lots, and that enhances open space and architecture.
Sign Standards
Provide signage appropriate for the scale and character of the establishment and immediate neighborhood.
Signage shall be within calculated aggregate area appropriate for transect zone.
Number of signs for an establishment shall not exceed the allowable amount per linear frontage.
Monument signs shall be located within the appropriate setback and not to disrupt pedestrian activity.
Illumination and other lighting effects shall not create a nuisance to adjacent property or create a traffic hazard.
Ambient Standards
Provide lighting appropriate to the building and landscape design in a manner that coordinates with signage and street lighting.
Orient outdoor lighting to minimize glare to the public realm and adjacent properties.
Protect residential areas from excessive noise, fumes, odors, commercial vehicle intrusion, traffic conflicts and the spillover effect of light.

§ A.8 Alcoholic Beverage and Music and Entertainment Regulations.

It is the intent of the Sunbeam NBV SAP form-based district to encourage the significant monetary investment in an Island Walk and a related mixed-use project which is designed to attract a variety of entertainment and restaurant options to the Village. The standards and regulations contained in this article shall serve as the exclusive mechanism through which the Village shall regulate the location and operation of establishments serving alcohol and the provision of music and entertainment within the boundaries of the Sunbeam NBV SAP form-based district. It is the intent of the Village for these regulations to supersede the alcoholic beverage regulations promulgated in chapter 111 of the Village Code.

A. *No minimum distance requirements.* There shall be no minimum distance required between any place of business within the Sunbeam NBV SAP form-based district licensed by the state to sell alcoholic beverages either for consumption on or off premises and any other place of business within the Sunbeam NBV SAP form-based district. There shall be no minimum distance requirement between any establishment licensed to sell alcoholic beverages either for consumption on or off premises within the Sunbeam NBV SAP form-based district and any business, school or religious institution outside of the Sunbeam NBV SAP form-based district.

B. Hours of operation.

(1) The hours of sale of alcoholic beverages shall be as follows:

a. Nightclub license owners shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 10:00 a.m. to 5:00 a.m. seven days a week.

b. Restaurant license holders shall be allowed to sell, serve, and dispense alcoholic beverages for consumption on the premises from 7:00 a.m. to 2:00 a.m., seven days a week.

c. Lounges where alcoholic beverages are sold, served, and dispensed for consumption on the premises shall be allowed to sell, serve, and dispense alcoholic beverages from 10:00 a.m. until 2:00 a.m.

d. Retail vendors of alcoholic beverages for consumption on and off the premises shall be allowed to remain open from 10:00 a.m. until 2:00 a.m.

(2) The hours of sale listed in subsection (1) above shall be the only hours when alcoholic beverages may be sold, dispensed, or served. However, these limits shall not prohibit establishments from serving food and nonalcoholic beverages prior to or beyond the hours for serving alcoholic beverages.

C. *Sunbeam NBV SAP Form-Based District Representative Role*. Nothing in section 8.B above or elsewhere in the Village Code shall prevent the Sunbeam NBV SAP form-based district representative from limiting the hours during which sales, consumption and service of alcoholic beverages, beers and wines from any establishment located in the Sunbeam NBV SAP form-based district may occur; imposing distance requirements or controlling the manner in which alcoholic beverages are sold or consumed within the NBV Sunbeam NBV SAP form-based district.

D. *Sales of alcoholic beverages within the Sunbeam NBV SAP form-based district.* If permitted in accordance with state permitting requirements, alcoholic beverages sold for consumption on the premises by a vendor within the Sunbeam NBV SAP form-based district, may be consumed, held, carried and transported in the original or substitute container, at any location within the Sunbeam NBV SAP form-based district, either indoors, outdoors or aboard boats moored at docks located within the Sunbeam NBV SAP form-based district to the extent it is permitted by the state.

E. Hours for music and entertainment; Maximum permissible dBA sound levels.

(1) Music, singing and other forms of entertainment whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the Sunbeam NBV SAP form-based district, and in addition music, singing and entertainment shall be permitted outdoors within the district, however, such outdoor music, singing and entertainment shall not be permitted later than the hours of 12:00 a.m. during weekdays and 1:00 a.m. on legal holidays as provided by state law, Fridays, Saturdays and Sundays.

F. *Outdoor sales of alcoholic beverages.* Those persons or entities within the Sunbeam NBV SAP form-based district licensed under the state beverage license laws, may sell and serve beers, wines and alcoholic beverages of any type regardless of alcohol content at any location within the Sunbeam NBV SAP form-based district licensed for such sale and under the control of such licensee, including, but not limited to, sidewalk cafes, outdoor areas designed for food or beverage consumption or both adjacent to and operated in concert with a business operated within enclosed premises, licensed freestanding structures including outdoor bars and kiosks selling food or beverages including alcoholic beverages and pushcart type vehicles, provided that all such operators of such outdoor facilities vending and serving alcoholic beverages shall be duly licensed by the state and permitted to operate pursuant to the Village Code.

G. *Parking.* The parking requirements of section 111.14 of the Village Code shall not be applicable to businesses operating with the Sunbeam NBV SAP form-based district and all parking requirements shall be addressed in the Parking Management Plan required pursuant to this Appendix A.

H. *Conflict with Chapter 111 of the Village Code*. To the extent that any provision(s) in this section conflicts with any provision(s) of chapter 111 of the Village Code, the provision(s) in this section shall prevail.

§ A.9 Construction Hours

Notwithstanding Chapter 96 of the Village Code of Ordinances or any other Village Code provision to the contrary, construction shall be permitted within the Sunbeam NBV SAP Monday through Saturday subject to the following conditions:

A. Hours of work and site access shall be from dawn to dusk, Monday through Saturday.

B. Loud construction noise, such as but not limited to the operation of machinery, is prohibited during the following times:

1. Before 8:00 a.m. Monday through Friday;

2. After 5:00 p.m. Monday through Saturday; and

3. Before 9:00 a.m. on Saturday.

C. During construction, loud music shall be prohibited at all times.

D. Monday through Friday, concrete pours can occur prior to 8:00 AM and continue until such pour is complete as long as white noise alarm system or flag person is used in lieu of back up alarms. Developer shall provide the Village Manager written notice at least 24 hours in advance of any such concrete pour and coordinate with the Village Manager to reduce impacts to noise and traffic to the maximum extent possible.

E. Once a structure is enclosed and under air, construction activities may occur from dawn to dusk subject to the provisions of Chapter 96 of the Village Code.

F. Should the Developer, its contractor(s), or their construction crews cause unreasonable noise in violation of this Section, the Village Manager shall have the right to temporarily suspend construction activities during those hours and Saturdays for a period no longer than 15 days. Reported violations may result in the termination of the extended hours granted in this Section.

G. Construction activities shall not be permitted on Sundays or National Holidays unless there is an emergency as determined by the Village Manager.

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 3, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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

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

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

PARTICIPATE IN THE MEETING VIA ZOOM: MEETING ID: 839 8967 2951
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 1-929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN

WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

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Notice of Public Hearing - Planning & Zoning Board

North Bay Village | Publish Date: Aug 20, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE PLANNING & ZONING BOARD OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 3, 2025 AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING, THE BOARD WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

Notice of Solicitation - Request for Qualification

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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

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

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

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

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

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

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
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YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Sep 2, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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 SECOND REGULAR MEETING ON SEPTEMBER 29, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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

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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

North Bay Village X Clear Filters

Sort By: Newest

Public Hearing - Sunbeam NBV Special Area Plan

North Bay Village | Publish Date: Sep 19, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A SECOND REGULAR MEETING ON SEPTEMBER 29, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING: AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

ITEM NO. 13.B

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: September 29, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Vice Mayor Goran Cuk

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

RECOMMENDATION

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

BACKGROUND AND ANALYSIS

The proposed Resolution seeks the Village Commission's input to amend and restate a Development Agreement with Sunbeam Television Corp., Sunbeam 1601 1601 79th St. LLC, Sunbeam Properties, Inc., and Sunbeam 1600-1624 79th St. LLC, collectively referred to as "Sunbeam NBV".

On October 11, 2022, the Village Commission adopted Ordinance No. 2022-011, which created the “Sunbeam NBV Special Area Plan” zoning designation (the “SAP”), adopted the “Appendix A, Sunbeam Special Area Plan” regulations (the “SAP Regulations”), and rezoned the properties identified by folio numbers 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, and 23-3209-010-0270 (the “SAP Property”) to “Sunbeam Special Area Plan”. Subsequently, the Village entered into a Development Agreement, pursuant to Resolution No. 2022-086.

The Applicant is seeking to amend the Special Area Plan (SAP) and the Development Agreement to:

(i) clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the amended Sunbeam North Bay Village SAP Development Agreement to be considered, including a community benefits package as follows:
1. The conveyance of the properties located at 7560 West Treasure Drive and 1601-1657 North Treasure Drive.
2. Community Contribution of $200,000 toward the construction of a park on North Treasure Properties; and
4. 1601-1657 North Treasure Drive must include a park together with any other governmental uses. The park is named "Ansin Family Park"
(ii) increase the permissible height of rooftop structures and equipment to 30 feet, and the percentage of rooftop area that can be devoted to such structures and equipment to 50%;
(iii) increase the permissible pedestal height of buildings within the Sunbeam NBV North portion of the SAP Property to ten stories or 120 feet; and
(iv) establish permitted construction hours, from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited:
(1) before 8 a.m. Monday through Friday,
(2) after 5 p.m. Monday through Saturday, and
(3) before 9 a.m. on Saturday, subject to a prohibition on construction activities on Sundays or national holidays unless there is an emergency as determined by the Village Manager.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution- DA - Sunbeam Amendment - SR.docx
Exhibit A - Dev. Agreement 9-19-25- SR Version.pdf
Notice of Public Hearing - MDC -legal Ads 09.02.2025.pdf
Notice to Consider a DA - MH .pdf
Notice of Public Hearing - MDC Legal Ads 09.19.2025.pdf

RESOLUTION NO. 2025-_____

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

WHEREAS, on October 11, 2022, the North Bay Village (the "Village") Commission adopted Ordinance No. 2022-011, which created the "Sunbeam NBV Special Area Plan" zoning designation (the "SAP"), adopted the "Appendix A, Sunbeam Special Area Plan" regulations (the "SAP Regulations"), and rezoned the properties identified by folio numbers 23-3209-000-0010, 23-3209-000-0200, 23-3209-000-0201, 23-3209-000-0020, 23-3209-000-0030, 23-3209-000-0031, 23-3209-000-0040, 23-3209-000-0161, 23-3209-010-0240, and 23-3209-010-0270 (the "SAP Property") to "Sunbeam Special Area Plan", based on an application submitted by Sunbeam Television Corp., Sunbeam 1601 79th St., LLC, Sunbeam Properties, Inc., and Sunbeam 1600-1624 79th St., LLC, collectively referred to as "Sunbeam NBV" ("the "Applicant"); and

WHEREAS, in connection with the development of the SAP Property under SAP Regulations, the Applicant and the Village entered into Development Agreement recorded in Official Records Book 33702 at Page 1 of the Public Records of Miami-Dade County (the "Original Development Agreement"), pursuant to Resolution No. 2022-086; and

WHEREAS, the Applicant has applied to the Village seeking to amend the SAP Regulations to: (i) clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the *amended* Sunbeam North Bay Village SAP Development Agreement to be considered contemporaneous with the Village Commission's consideration of this Ordinance; (ii) increase the permissible height of rooftop structures and equipment to 30 feet, and the percentage of rooftop area that can be devoted to such structures and equipment to 50%; (iii) increase the permissible pedestal height of buildings within the Sunbeam NBV North portion of the SAP Property

to ten stories or 120 feet; and (iv) establish permitted construction hours, from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited: (1) before 8 a.m. Monday through Friday, (2) after 5 p.m. Monday through Saturday, and (3) before 9 a.m. on Saturday, subject to a prohibition on construction activities on Sundays or national holidays unless there is an emergency as determined by the Village Manager; and

WHEREAS, on _____, the Village Commission adopted Ordinance No. 2025-___, approving the amendments to the SAP Regulations proposed in the Application; and

WHEREAS, pursuant to Section 8.15 and Chapter 15 of the Unified Land Development Code (the "ULDC"), and Sections 163.3221 through 163.3243, Florida Statutes, the Village and the Applicant have agreed to enter into an Amended and Restated Development Agreement, substantially in the form attached hereto as Exhibit "A" (the "Sunbeam Amended Agreement"), which memorializes entitlements, density bonus requirements, building area in the SAP, and other requirements, and amends, restates, and supersedes the Original Development Agreement; and

WHEREAS, in accordance with Section 163.3225, Florida Statutes, the Village Commission conducted two duly noticed public hearings on September 16, 2025 and _____ to consider the Sunbeam Amended Agreement; and

WHEREAS, the Village Commission finds that the Sunbeam Amended Agreement is consistent with the Village's Comprehensive Plan and Unified Land Development Code; and

WHEREAS, the Village Commission finds that it is in the public interest to address the issues covered by the Sunbeam Amended Agreement in a comprehensive manner and at public hearings in compliance with all applicable laws, ordinances, plans, rules, and regulations of the Village while allowing the Applicant to proceed in the development of the SAP Property in accordance with existing laws and policies, substantially in accordance with the terms set forth in the Sunbeam Amended Agreement; and

WHEREAS, the Village Commission finds that entering into the Sunbeam Amended Agreement is in the best interest and welfare of the residents of the Village, and desires to approve the Sunbeam Amended Agreement and authorize the Village Manager to execute the Sunbeam Amended Agreement with the Applicant in substantially the form attached hereto as Exhibit "A."

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

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

Section 2. Approval. That pursuant to Section 8.15 and Chapter 15 of the ULDC, and Sections 163.3221 through 163.3243, Florida Statutes, the Village Commission hereby approves the Sunbeam Amended Agreement with the Applicant.

Section 3. **Authorization.** That the Village Commission hereby authorizes the Village Manager to execute the Sunbeam Amended Agreement in substantially the form attached hereto as Exhibit "A" with the Applicant, subject to the Village Attorney's approval as to form, content, and legal sufficiency.

Section 4. **Implementation.** The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution and the Sunbeam Amended Agreement.

Section 5. **Effective Date.** This Resolution shall be in force and take effect immediately upon its passage and adoption.

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

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

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

_____
Rachel Streitfeld, Esq., Mayor

ATTEST:

_____
Alba Chang, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

EXHIBIT “A”
DEVELOPMENT AGREEMENT

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ~~(hereinafter the "Agreement") is~~ originally made and entered into as of March 13, 2023 (the "Effective Date") ~~this 13th day of March, 2023,~~ by and between the owners of real property listed below and their subsequent successors and/or assigns, (collectively the "Developer" or "Sunbeam"), and North Bay Village, Florida, a Florida municipal corporation (the "Village") (the "Agreement"), is hereby amended and restated in full this ____ day of _____ 2025 (the "Amendment Date").

RECITALS

WHEREAS, the Developer is the owner of the following parcels of real property:

- 23-3209-000-0010 Sunbeam Television Corp.
- 23-3209-000-0200 Sunbeam Television Corp.
- 23-3209-000-0201 Sunbeam Television Corp.
- 23-3209-000-0020 Sunbeam Television Corp.
- 23-3209-000-0030 Sunbeam Television Corp.
- 23-3209-000-0031 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0040 Sunbeam 1601 79th ST LLC.
- 23-3209-000-0161 Sunbeam Properties, Inc.
- 23-3209-010-0240 Sunbeam 1600-1624 79th ST LLC.
- 23-3209-010-0270 Sunbeam 1600-1624 79th ST LLC.

located within the boundaries of the Village, the legal descriptions of which are attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, the Property is currently designated "Commercial" on the Village's Comprehensive Plan Future Land Use Map and zoned "Sunbeam Special Area Plan" ~~T6-24 and T6-30 transect zones~~ pursuant to the Village's Land Development Regulations (as herein defined); and

WHEREAS, pursuant to Ordinance No. 2022-11 and Resolution No. ____, Sunbeam obtained approval to develop the Property with ~~the Developer and the Village mutually desire that the Property be developed with~~ a mixed-use development (the "Project") under regulations set forth in the "Appendix A, Sunbeam Special Area Plan" regulations (the "SAP Regulations") ~~as set forth in the Special Area Plan and Site Plan application submitted to the Village on March 24, 2022 (the "Project")~~; and

WHEREAS, on October 11, 2022, pursuant to Resolution No. 2022-086, Sunbeam and the Village entered into a Development Agreement (the "Original Development Agreement") that was recorded in Official Records Book 33702, at Page 1, of the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Developer has applied to the Village seeking to amend the SAP Regulations to: (i) clarify that the density bonus program and community contribution fees associated with the SAP shall be subject to the terms of the *amended* Sunbeam North Bay Village

SAP Development Agreement to be considered contemporaneous with the Village Commission's consideration of this Ordinance; (ii) increase the permissible height of rooftop structures and equipment to 30 feet, and the percentage of rooftop area that can be devoted to such structures and equipment to 50%; (iii) increase the permissible pedestal height of buildings within the Sunbeam NBV North portion of the SAP Property to ten stories or 120 feet; and (iv) establish permitted construction hours, from dawn to dusk, Monday through Saturday, except that loud construction noise shall be prohibited: (1) before 8 a.m. Monday through Friday, (2) after 5 p.m. Monday through Saturday, and (3) before 9 a.m. on Saturday, subject to a prohibition on construction activities on Sundays or national holidays unless there is an emergency as determined by the Village Manager; and

WHEREAS, the Developer and the Village mutually desire to amend the Original Development Agreement to reflect the amendments described in the Amendment Application, and preserve unchanged~~establish certain~~ terms and conditions relating to the proposed development of the Property and wish to establish certainty as to the ultimate development of the Project, as provided pursuant to Section 8.15, Chapter 15 and Appendix A of the Village's Unified Land Development Code (the "ULDC"); and

WHEREAS, the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), authorizes local governments to enter into development agreements with developers to encourage a stronger long term commitment to the comprehensive and capital facilities planning, to ensure the provision of adequate public facilities for development, to encourage the efficient use of resources, to reduce the economic cost of development and to provide certainty to developers and municipalities in the approval of development and assurances that they may proceed in accordance with the existing laws and

policies, subject to the conditions of such development agreements and

WHEREAS, the purpose of this Development Agreement is to define the manner in which the Property shall be developed and the conditions that will govern the Property's development, to satisfy concurrency for the Property for the term of this Development Agreement, and to establish the respective rights and obligations of the Developer and the Village regarding development of the Property and operations thereon.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer and the Village agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to the Agreement are hereby deemed a part hereof.
2. Definitions.
    a. "Approval Ordinance" means Ordinance No. 2022-011 adopted on October 11, 2022, which approved the Sunbeam NBV Special Area Plan as set forth in Appendix A to the ULDC, as amended by Ordinance No. _____. ~~See Exhibit B-1.~~
    b. "Approval Resolution" means Resolution No. 2022-085 adopted on October 11, 2022, which approved the Site Plan, as further defined below. ~~See Exhibit B-2.~~
    c. "Building Official" shall have the meaning set forth in Chapter 2 of the 2020 Florida Building Code, Building, 7th Edition: "Building Official" means the officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. For purposes of this Agreement, "Building Official" also means that person appointed to head the building department in accordance with Section 4.14 of the Code of Ordinances of North Bay Village or that person's designee.
    d. "Civic Space" means any portion or portions of the Project designed to encourage the uses enumerated in Section A.4.A.5 of the ULDC (2022) to be established and/or conducted.
    e. "Comprehensive Plan" means the Village's comprehensive plan meeting the requirements of Chapter 163, Florida Statutes (2022).
    f. "Developer" shall have the meaning set forth in Section 163.3221(3), Florida Statutes (2022): "Developer" means any person, including a governmental agency, undertaking any development. For purposes of this Agreement, "Developer" also means the person undertaking the development of the Property, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is/are specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. This term does not include the future fee simple owners of any individual lot or unit within the Project. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.
    g. "Development" shall have the meaning set forth in Section 163.3221(4), Florida

Statutes (2022): "Development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. For purposes of this Agreement, "Development" also means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), Florida Statutes (2022) provided, however, that activities and uses set forth in Section 163.3221(4)(b), Florida Statutes (2022), shall not constitute Development.

h. "Development Permit" shall have the meaning set forth in Section 163.3221 (5), Florida Statutes (2022) as modified herein: "Development Permit" includes any building permit, zoning permit, subdivision approval, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land. For purposes of this Agreement, "Development Permit" also includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government, including actions of the Village Manager, Planning and Zoning Official and/or Building Official, having the effect of permitting the development of land, including an SAP Permit, and Site Plan Modification Permit as defined by Appendix A of the ULDC (2022), except that amendments to the Special Area Plan or the Project Approval shall not be considered a Development Permit.

i. "Exhibits" shall refer to the following Exhibits to this Agreement:

1. Exhibit "A" – Legal Description
2. Exhibit "B" – Community Contribution Fees
3. Exhibit "C" – Impact Fees
4. Exhibit "D" – Form of Island Walk Easement
5. Exhibit "E" – Public Facilities
6. Exhibit "F" – Florida Hometown Heroes Loan Program
7. Exhibit "G" – Concept Plan
8. Exhibit "H" – Island Walk Signage

~~h.~~

~~i. "Effective Date" is the later of the date of execution of this Agreement by the Developer or the Village.~~

i.. "Governing Body" means the Village Commission.

j. "Governmental Entity" means an agency of the state, a regional or a local government created by the State Constitution or by general or special act, any county or municipality, or any other entity that independently exercises governmental authority.

k. "Island Walk" means a non-exclusive minimum 18-foot-wide easement, granted in accordance with Paragraph 9 of this Agreement, within a minimum 25-foot setback serving as a waterfront promenade as envisioned in the "NBVIO0 Report"

prepared by DPZ CoDesign dated April 10, 2020, and more particularly defined in Section A.3.A.2.g(2) of the ULDC (2022).

l. "Land" shall have the meaning set forth in Section 163.3221(7), Florida Statutes (2022): "Land" means the earth, water, and air, above, below, or on the surface and includes and improvements or structures customarily regarded as land.

m. "Land Development Regulations" shall have the meaning set forth in Section 163.3221 (8), Florida Statutes (2022): "Land Development Regulations" means ordinances enacted by governing bodies for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land. For purposes of this Agreement, "Land Development

Regulations" also means ordinances, resolutions, rules, and policies in effect on the Effective Date, which have been enacted and implemented by the Village for the regulation of any aspect of development and includes any local government zoning, rezoning, Special Area Plan, sustainability code, subdivision, building construction, or sign regulation or any other regulations controlling the development of, or construction upon, Land.

n. "Laws" shall have the meaning set forth in Section 163.3221(9), Florida Statutes (2022): "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land. For purposes of this Agreement, "Laws" also means all ordinances, resolutions, regulations, comprehensive plans, special area plans, land development regulations, and rules adopted by a local government affecting the development of Land.

o. "Local Government" means the Village. The term does not include any other governmental entity or agency that may have jurisdiction over the Property or any aspect of the Project.

p. "Open Space" means any parcel or area of land or water essentially unimproved by permanent buildings and mostly open to the sky; such space shall be reserved for public or private use. Open spaces may include parks, greens, squares, courtyards, gardens, playgrounds, paseos (when designed predominantly for pedestrians), and pedestrian paths or associated landscaped areas. Open space may also be provided at elevated levels of structures and shall provide prominent access to the general public during hours of operation of such areas (to be determined in the sole discretion of the Developer).

q. "Planning and Zoning Official" shall means that person appointed to head the planning and zoning department in accordance with Section 4.13 of the Code of Ordinance of North Bay Village or that person's designee.

r. "Project" means the Development approved pursuant to the Project Approval.

s. "Project Approval" means the Approval Ordinance and the Approval Resolution collectively.

t. "Partial Stabilization" means the completion of construction of the first of either the "Sunbeam NBV North – West" or the "Sunbeam NBV North – East" quadrants as defined in the Site Plan page 1.07 and the leasing of at least ninety percent (90%) of the commercial spaces thereon by third-party tenants for ninety (90) consecutive days.

u. "Property" is that certain 12.912-acre site as more particularly described in Exhibit "A" attached hereto and may be expanded or contracted through the acquisition or sale of parcels by the Developer.

v. "SAP Permit" means the permit issued for the implementation of phases and/or individual projects, buildings and structures and/or site improvements granted administratively pursuant to the Project Approval and in accordance with Section A.1.H and Section 5.9 of the ULDC (2022).

w. "Site Plan" is that site plan approved by the Approval Resolution entitled "Sunbeam NBV SAP Site Plan" consisting of 12 sheets.

x. "Site Plan Modification Permit" means the permit issued to authorize modifications to a previously approved SAP Permit.

y. "Special Area Plan" means the special area plan approved by the Commission which may also be known as the "Sunbeam NBV Special Area Plan" and referenced in Appendix A of the ULDC (2022).

z. "Village Manager" means that person serving as the chief administrative officer of the Village in accordance with Section 4.01 of the Charter of North Bay Village or that person's designee.

3. Intent. It is the intent of the Developer and the Village that this Agreement should be construed and implemented consistent with the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022), so as to effectuate the requirements of Section 8.13, Chapter 15 and Appendix A of the ULDC (2022) and the Site Plan. The Village's Laws, Comprehensive Plan, Land Development Regulations, other regulations (including the imposition of impact fees and community contribution fees) and policies governing the development of the Property in effect at the time of execution shall govern the development of the land for the Term (and any extension of the Term) of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term of this Agreement. However, nothing herein shall prohibit, or in any way limit or restrict, an increase in development density or intensity or the application of less restrictive development parameters within the Project in a manner consistent with any subsequently adopted Comprehensive Plan amendments, Land Development Regulations, Laws, or any other change in regulations subsequently enacted by the Village that are applicable to the Property.

4. Effective Date, Duration, and Annual Review.

   a. This Agreement shall become effective on the Effective Date. The Agreement shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of thirty (30) years from the Effective Date (the "Term").

   b. The term of this Agreement may be extended for an additional term of fifteen (15) years subject to Village Commission Approval after public hearing in accordance with the provisions of the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2022).

   c. The expiration date of the Agreement shall be upon the expiration of the Term (and any extension of the Term) from the Effective Date (the "Expiration Date").

   d. Annual Review. The Developer shall provide the Village with an annual written status report due on or before the anniversary date of the Effective Date to facilitate annual review of this Agreement as set forth in Section 163.3235, Florida Statutes (2022). The annual status report shall list the obligations of this

Agreement and set forth the Developer's efforts to satisfy them, including at minimum (i) a running accounting of payments and contributions made to the Village; (ii) development status of facilities and events the Developer has committed to provide; and (iii) a running ledger of floor area (broken down by residential, hotel, retail and office), dwelling units, workforce housing dwelling units, short term rental units, hotel units, and parking spaces. The Village shall annually review the annual status report to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the Village Commission finds, on the basis of substantial competent evidence, that there has been a failure to comply with the material terms of this Agreement, the notice, cure, and mediation procedures of Paragraph 32 shall be invoked, following which the Village may avail itself of the remedies provided in Section 163.3235, Florida Statutes (2022).

e. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of any government-initiated moratorium, litigation or challenges that materially limit the ability of the Developer to develop the Project. For purposes of clarity, the Village acknowledges that the timeframes set forth in the Agreement shall be considered tolled for the period from March 13, 2023 through April 24, 2024 to reflect the sewer moratorium (the "Sewer Moratorium"). Additional tolling may occur during the Term of this Agreement. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

f. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the unavailability of infrastructure required to be operational to provide service(s) to the Project, where such infrastructure requires improvements that are not the obligation of the Developer under this Agreement, the Project Approval, or any Development Permit. For the purposes of clarity, the Village acknowledges that the timeframes set forth in this Agreement shall be considered tolled for the period from March 13, 2023 through April 24, 2024 to reflect the Sewer Moratorium. Additional tolling may occur during the Term of this Agreement. Notwithstanding the foregoing, this provision shall not relieve Developer of annual compliance with Paragraph 4.d above.

g. ~~The Village is considering the adoption of a Comprehensive Plan amendment that shifts evaluation of traffic levels of service from trip-based concurrency to a Traffic Concurrency Exception Area or similar program/option to eliminate requirements to evaluate the Project from trip-based concurrency (the "Traffic Concurrency Amendment") for roads within the Village that abut the Property, including but not limited to 79th Street Causeway. At the same time, the Village recognizes that there is currently a sewer moratorium (the "Moratorium") that may impact the ability of the Developer to obtain building permits until such time as the Moratorium is lifted. Developer's financial obligations under Paragraphs 7.e.ii, 11.d, and 12.b shall be due upon the earlier to occur of the adoption of the Traffic Concurrency Amendment or the lifting of the Moratorium. Additionally, until such time as the Moratorium is lifted thereby providing sewer capacity for the entire build-out of the Project, all of Developer's non-financial obligations under Paragraphs 4.a, 4.b, 4.c, 6.e, 7.c, 9, and 24 shall not be due. Notwithstanding the foregoing,~~ The Village hereby acknowledges that the

Commented [AR1]: This already happened

Developer has satisfied all of its financial obligations under Paragraphs 7.e.~~ii~~2, 11.d, 11.i and 12.b, and $1,518,750 provided in Paragraph 12.c. Developer acknowledges that the Village shall withhold issuance of permits for the construction of new buildings within the Project until such time as Developer has made the remaining financial contribution~~s~~ in Paragraph~~s 7.e.ii, 11.d, 12.b, and~~ 12.c.

5. Permitted Development Uses and Building Intensities.

   a. Permitted Development Uses. Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered, and the Village has approved, a Site Plan pursuant to the Project Approval. In granting the Project Approval, the Village has determined and hereby concurs that the Project is consistent with the Village's Comprehensive Plan including but not limited to level of service and that the Project Approval accords with the Land Development Regulations as modified by the Project Approval. Upon execution of this Agreement and for the Term (and any extension of the Term), subject to the terms herein, the Village confirms and agrees that the Property may be developed and used in the manner set forth in the Project Approval, the Village's Comprehensive Plan, and the Land Development Regulations, subject to obtaining an SAP Permit for individual components of the Project.

   b. Density, Building Heights, Setbacks and Intensities. The maximum density, heights, setbacks, and intensities for any development on the Property shall be regulated by the Project Approval, the Land Development Regulations (including the provisions for administrative approval of SAP Permits and Site Plan Modification Permits), and the applicable provisions of the Comprehensive Plan.

   c. Reservation of Trips. The Village acknowledges that as of the date of Project Approval 79th Street Causeway has, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,338 daily, p.m. peak hour trips at a LOS D available for the development of the Project. The Village hereby reserves, as calculated by Institute of Traffic Engineers Trip Generation Manual, 9th Ed., 1,300 daily, p.m. peak hour trips on the 79th Street Causeway for the Project. Upon adoption of the Traffic Concurrency Amendment this subparagraph is null and void, and the Project shall be exempt from the transportation concurrency requirements of Chapter 5 Division 2 of the ULDC (2022).

   d. Through the approval of the Special Area Plan and this Agreement by the Village Commission, the Village recognizes the Property as one contiguous parcel for all purposes related to the Property's development, including, without limitation, with respect to entitlements, traffic flow permitted on a parcel or from one parcel to the other, parking, landscaping, civic space, open space, signage, workforce housing, and the sharing of approved uses and densities between the parcels and free transfer of densities and uses on a parcel or from one parcel to the other subject to the terms of the Project Approval. To assist the Village in tracking development rights, Developer agrees to maintain an allocation table setting forth the number of units, floor area, parking, landscaping, civic space, and open space allocated to each parcel. Prior to any SAP Permit or building permit, Developer shall provide Village with an update to the allocation table. The Village agrees that during the Term (and any extension of the Term) of this Agreement the Developer may increase or decrease the external boundaries and total lot area of the Property and the Developer acknowledges that such change shall require an amendment to the Project Approval and this Agreement, except that changes to incorporate either or both of the properties identified as Miami-Dade Property

Tax Folio Nos. 23-3209-010-0220 and 23-3209-010-0180, located at 1580 Kennedy Causeway and 1550 Kennedy Causeway, respectively (the "Additive Properties"), into the Project, shall not reduce the rights or increase the obligations set forth in the Project Approval and this Agreement as to the Property as of the Effective Date of this Agreement. For avoidance of doubt, if incorporated into the Project, either or both of the Additive Properties may be subject to newly imposed, site-specific conditions, restrictions and obligations, but shall in no way affect the rights and obligations of the Project Approval and the Agreement as both apply to the Property as of the effective Date of this Agreement. For purposes of clarification, a transfer or an increase or decrease in the number of parcels of property that does not affect the boundaries of the Project does not require approval of the Village. If the Developer acquires additional property that abuts or is in the vicinity of the boundaries of the Project but does not seek to include it within the Project, no amendment to the Project Approval shall be required.

6. Project Scope and Consistency with Village's Comprehensive Plan and Land Development Regulations.

   a. The Site Plan and Special Area Plan adopted by the Village Commission pursuant to and limited by the Project Approval is hereby incorporated into the terms of this Agreement. The Project consists of:

      1. Up to 1,936 units at a density of 150 residential units per acre ~~inclusive of at least six percent (6%) of the units of workforce housing. At all times a minimum of six percent (6%) shall be set aside for Workforce Housing~~.
      2. Up to 7,311,807 square feet of floor area at a maximum floor lot ratio of 13.0 FLR comprised of a mix of residential, office and commercial uses.
      3. Structures of varying heights (not exceeding 650 feet on portions of the Property north of 79th Street Causeway and 450 feet on portions of the Property south of the 79th Street Causeway) and setbacks as depicted on the Site Plan.
      4. Required open space and civic space.

   ~~b.~~ The Village expressly acknowledges that the density and intensity proposed for the Project is consistent with the densities and intensities permitted by the existing Land Development Regulations, are consistent with the Village's adopted Comprehensive Plan, and~~, except for transportation which may be addressed through adoption of a Traffic Concurrency Amendment at the discretion of the Village and sanitary sewer which will be addressed by the Village's actions to lift the Moratorium,~~ meet minimum levels of service required under the Comprehensive Plan for those facilities under the Village's control. ~~In the event the Village adopts a Traffic Concurrency Amendment, the Village shall consider the Project as having met minimum levels of service for transportation required under the Comprehensive Plan. Upon the lifting of the Moratorium, the Village shall consider the Project as having met minimum levels of service~~

b. ~~required for sanitary sewer under the Comprehensive Plan.~~ Notwithstanding the Village's concurrency determination, nothing herein shall relieve the Developer from the obligation to make solid waste, water, wastewater or stormwater infrastructure improvements deemed necessary by the Village or other governmental agency to ensure adequate service is available to the Project without degrading service to other users of the system. In the event Developer is required by the Village to make solid waste, water, wastewater or stormwater infrastructure improvements that exceed what is required solely to serve the Project, Developer shall receive an impact fee credit for the difference between what Developer is required to install and what Developer would have installed if the infrastructure was solely serving the Project.

c. The Village expressly acknowledges the Site Plan approved by the Village Commission satisfies all Village site plan requirements for a special area plan, including but not limited to those set forth in Sections 15.1, 5.8 and Chapter 5 Division 2 of the ULDC (2022), if applicable.

d. The Village expressly acknowledges that the uses proposed for the Project are consistent with the uses permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

e. Subject to the Developer executing and recording a unity of title or covenant in lieu of a unity of title in a form acceptable to the Village Attorney, the Village expressly acknowledges and agrees, that the Developer may reassign property boundaries and/or increase or decrease the size of any parcel, or combine or eliminate parcel(s) situated within the boundaries of the Property, provided that such reassignment does not create a non-conforming lot, and further agrees that said reassignment shall not constitute a "subdivision" as that term has been defined by Section 177.031(18), Florida Statutes (2022) or Section 28-1(i) of the Miami-Dade County Code of Ordinances and Developer shall not be required to re-plat the Property. Developer understands that the Village cannot bind Miami- Dade County and the County's interpretation of its subdivision code will control whether and to what extent platting is required.

f. The Village expressly acknowledges that the heights proposed for the Project are consistent with the heights permitted by the Land Development Regulations as modified by the Project Approval and are consistent with the Village's adopted Comprehensive Plan.

g. The Village expressly acknowledges that hotel units may include kitchenettes as permitted by the existing Land Development Regulations and are consistent with the Village's adopted Comprehensive Plan.

h. The Developer agrees that no more than fifty percent (50%) of the constructed residential units may be rented or leased for periods of less than 30 days or one calendar month provided: (i) they are registered with the Village in compliance with the Village Code, and (ii) located only north of 79th Street Causeway. Developer agrees not to lease residential units south of 79th Street Causeway for periods of less than 30 days or one calendar month.

i. The Village expressly acknowledges that the Developer may construct structured

parking of more than five (5) stories within the maximum permitted pedestal height of 100 feet provided that such structured parking is cladded with habitable space of a minimum depth of twenty (20) feet, a green wall, or artistic screening acceptable to the Village Manager, and that the construction of structured parking of five (5) stories or more is permitted by the existing Land Development Regulations as modified by the Project Approval and is consistent with the Village's adopted Comprehensive Plan.

j. The Developer may increase the densities and intensities of the Project consistent with changes to the Comprehensive Plan, ULDC, federal, state and county laws or ordinances or the expansion of the Property. To the extent the area subject to the Special Area Plan is contracted, the Project's aggregate density and intensity will be decreased at a ratio of 150 dwelling units per acre and 13.0 floor lot ratio, respectively, together with all other applicable development capacity formulas.

7. Conditions of Approval.

   a. Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, will be submitted for each structure as required by Section 5.2 of the ULDC (2022) and Section A.1.H of the ULDC (2022). All applications shall only be required to submit the materials enumerated in Section 5.5 of the ULDC (2022); however, the requirements of Sections 5.6 and 5.8 of the ULDC (2022), if applicable, shall be determined to have been met as a result of the Project Approval referenced in this Agreement.

   b. All Development Permits and subsequent applications required pursuant to Paragraph 8, including but not limited to building permits, SAP Permits, and Site Plan Modification Permits, under the jurisdiction of the Village and related to the Project shall be administratively reviewed, and if determined by the Village Manager to have met the requirements of Appendix A of the ULDC (2022), approved.

   c. Prior to the first building permit for any portion of the Property, the Developer shall have designated at least seven and a half percent (7.5%) of the Project's aggregated lot area to Civic Space uses. The Village acknowledges and agrees that the area of the Island Walk not required by Section 8.17 of the ULDC (2022), specifically any portion of the Island Walk located landward of the 18-foot Island Walk easement described in Paragraph 9 below; any portion of the Island Walk located on Miami-Dade Property Tax Folio Nos. 23-3209-000-0200 (Channel 7) and 23-3209-000-0161 (Grove By the Bay), located at 1401 Kennedy Causeway and 1400 79th Street Causeway, respectively; and the portion of view corridors accessible to the general public during daylight hours (including, but not limited to those portions of pedestrian walkways, pedestrian bridges and observation decks that are on the Property) shall be included in the measurement of the required Civic Space. From time to time, Developer may change the locations of the areas that are designated as civic space provided that at no time the designated civic space is less than seven and a half percent (7.5%) of the Project's aggregated lot area. In no way shall the preceding be interpreted to amend Developer's

obligations regarding the Island Walk as described in this Agreement. Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam – NBV South-West" quadrant as defined in the Site Plan within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department. In addition, a fenced and landscaped dog park of at least 5,000 square feet shall be constructed on a portion of the Property south of 79th Street Causeway within five (5) years of the Effective Date. Said dog park shall be included in the measurement of the required Civic Space.

d. The Village expressly acknowledges that the Developer has received a residential density bonus pursuant to Section 15.2.H of the ULDC (2022) and the Developer acknowledges that consideration for said residential density bonus is the obligation to either: (i) allocate at least six percent (6%) of all residential units for workforce housing required by Section 15.2.H.4.a of the ULDC (2022) and Paragraph 12 of this Agreement; or (ii) proffer a community benefits package to the Village that will require ~~the Developer to~~:

    1. Within ninety (90) days of the Amendment Date, the Developer shall tender an executed, recordable warranty deed to the Village for the property located at 7560 West Treasure Drive (identified as Miami-Dade Property Tax Folio No. 23-3209-009-0460), subject only to ~~which the Village shall accept notwithstanding~~ any (i) open permits, (ii) ~~or~~ code enforcement cases ~~tied to said property~~, and (iii) a deed restriction or ~~and subject to a~~ covenant restricting the use of the property to governmental uses~~.~~;
    2. Within ninety (90) days of the Amendment Date, the Developer shall tender an executed, recordable warranty deed ~~tender a deed~~ to the Village for the properties located at 1601-1657 North Treasure Drive (identified as Miami-Dade Property Tax Folio Nos. 23-3209-010-0050 and 23-3209-010-0040) (the "North Treasure Properties"), subject only to any (i) open permits, (ii) code enforcement cases, and (iii) a deed restriction or covenant restricting the use of the property to a park and other governmental uses, provided a park is initially or concurrently constructed by the Village on at least a portion of the North Treasure Properties. ~~which the Village shall accept notwithstanding any open permits or code enforcement cases tied to said properties~~.
    ~~2.~~3. Within ninety (90) days of the Amendment Date~~the same time period~~, the Developer shall ~~agrees to~~ contribute $200,000 toward the construction of a park on ~~said properties~~the North Treasure Properties, on the condition that the ~~provided that the~~ park is named "Ansin Family Park" and a mutually-acceptable plaque is installed

to identify the park and commemorate Sidney D. Ansin and Edmund N. Ansin; and

~~3.~~4. Concurrent with the issuance of a building permit for a residential building to be constructed at 1401 79th Street Causeway (identified as Miami-Dade Property Tax Folio No. 23-3209-000-0161), the Developer shall ~~to~~ contribute an "in-lieu" fee to the Village's workforce housing fund to satisfy the six percent (6%) workforce housing requirement for said building. Said "in-lieu" fee shall be calculated in accordance with Section 8.10.2 of the ULDC (2025). ~~Paragraph 21 of this Agreement shall be the equivalent of the Workforce Housing Density Bonus Agreement and the Village has determined that said paragraph meets the requirements of Section 15.2.H of the ULDC (2022). At all times a minimum of 6% of the total units available shall be set aside for Workforce Housing. Developer shall determine the location of workforce housing units on the Property so long as at least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more workforce housing units.~~

Upon Developer satisfying the conditions of Paragraphs 7.d.ii.1, 7.d.ii.2, 7.d.ii.3 and 7.d.ii.4~~3~~ above, each of which may be performed independently of the other, Developer shall have been deemed to have satisfied its workforce housing obligations under this Agreement and the ULDC.

e. Public facilities.

1. Right of Way Improvements for 79th Street Causeway. Developer shall, in conjunction with the work allowed under each SAP Permit, obtain a permit to work in the state right-of-way from the Florida Department of Transportation (FDOT) and shall restore all disturbed portions of the right-of-way of the north and south sides of 79th Street Causeway abutting the portion of the Project covered by an SAP Permit, to the right-of-way restoration requirements approved by FDOT for 79th Street Causeway at the time of right-of-way restoration. Developer shall use best efforts to ensure that the construction of major infrastructure within any rights-of-way that are needed to serve the entire Project, such as water and sewer mains and laying of conduit for fiber optic, electrical, and any other lines ("Developer's Infrastructure"), shall occur within the same major infrastructure construction period in order to minimize disruption to pedestrian and vehicular traffic. In the event the Village and/or FDOT makes major infrastructure improvements to the 79th Street Causeway, Developer shall use best efforts to ensure that the construction of Developer's Infrastructure occurs while the Village and/or FDOT is making such major infrastructure improvements.
2. Causeway. Subject to Paragraph 4.g, within ninety (90) days of the Effective Date of this Agreement, Developer shall pay to the Village the sum of $400,000 as a contribution to enhance landscaping, beautification initiatives, and/or the design and construction of new public bus shelters on or near 79th Street Causeway.

3. A description of public facilities that will service the Project is attached as Exhibit E.

f. Employee Parking Plan. Developer will submit a conceptual employee parking plan, satisfactory to the Village Manager, to limit spillover parking impacts on residential streets, prior to issuance of a Temporary Certificate of Occupancy for any new non-residential building.

g. Public Use and Events. After the Project has received its final certificate of occupancy, the Developer shall host, within a portion of the public spaces of the Project, events open to the general public at least four times per year. During Project development and after the construction of the temporary fire station, the Developer and Village will meet annually to review opportunities for activation of the "Crab House Property" (folio no. 23-3209-000-0020) provided that said activation (i) does not conflict with construction activities, including but not limited to staging and parking, (ii) ensures life safety in and around active construction sites, and (iii) avoids adverse impacts to the operation of the temporary fire station described in Paragraph 11.j.

h. Branding. Where Developer includes the location of the Project in marketing materials (including, but not limited to, logos, branding, marketing materials, signs, press releases, digital video, and references online, in print, or otherwise), the materials shall indicate the location as "North Bay Village," and/or "NBV," and/or "The Heart of the Bay."

i. Community Information. Developer shall maintain a website for the Project providing sufficient detail about the Project status to inform Village residents. The website shall provide information regarding the Project Approval, Special Area Plan Permit applications and approvals, building permit approvals, timing and extent of anticipated right-of-way closures, anticipated utility service interruptions (if any), anticipated openings of the Project, and scheduled public events occurring within the Project, where practicable. The website shall be updated on a quarterly basis.

j. Operating Standards. Upon Partial Stabilization, the following operating standards shall apply to all new construction. The Village and Developer agree that market conditions may change over time and the Village agrees that Developer may request the Village modify the following operating standards to reflect the then current market conditions, as demonstrated by Developer by competent market data showing that market conditions make compliance with the operating standards commercially unreasonable, and that the Village will not unreasonably deny such request supported by such evidence.

i. Hotel component.

1. Within one (1) year after issuance of the final Certificate of Occupancy or within two (2) years after issuance of a temporary Certificate of Occupancy for the hotel component of the Project, whichever occurs first, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated so that it meets the sufficient number of the standards required to qualify for at least a four-diamond rating from the American Automobile Association ("AAA"); or, if the AAA's rating

system or the AAA does not exist in substantially the same manner as it did on the Effective Date of this Agreement, then the most analogous system shall be used. The Village Manager may grant extensions of time for compliance with the above requirement.

2. Thereafter, the Developer shall use good faith, commercially reasonable efforts to cause the hotel component to be operated at a level eligible to be rated by AAA as a four-diamond hotel or its equivalent throughout the term of this Agreement.
3. The hotel may provide banquet and meeting spaces to meet the needs for large banquets, conferences, and other events.
4. The hotel may have a spa that is operated at the same standard of quality as the hotel.
5. The Developer shall use good faith, commercially reasonable efforts to ensure that the hotel uses high-quality materials on its exterior and interior, in keeping with the standards required for hotels having a four-diamond rating by AA or its equivalent.

ii. Retail Component

1. The Developer shall use good faith, commercially reasonable efforts to develop the retail portions of the Project as a first class retail destination consistent with this Agreement and the Project Approval, and shall be kept in good order, condition, repair, and maintenance, with reasonable wear and tear excepted.
2. The Developer shall provide private security for the Project.
3. The Developer shall use good faith, commercially reasonable efforts to cause at least 75% of the gross leasable area of the retail space to be leased to tenants under executed leases within one (1) year after issuance of the last temporary Certificate of Occupancy for the retail component. The Developer shall use good faith, commercially reasonable efforts to maintain executed leases with tenants for a minimum of 75% of the gross leasable area of the retail space.
4. The Developer acknowledges and agrees that active and attractive retail uses that are of interest to and service the Project residents, hotel guests, office workers, and the immediate neighborhood and can garner reason for the general public and tourist to consider North Bay Village as a destination for dining, shopping, and entertainment activity are of importance to the Village as part of its vision for this Project.
5. The Developer shall use good faith, commercially reasonable efforts to ensure that the retail component should include fashion specialty stores, lifestyle retailers, restaurants and cafes, other specialty product shops, services, and other high appeal commerce.
6. The Developer shall use good faith, commercially reasonable efforts to ensure that all of the retailers will operate in compliance with design criteria requiring attractive retail transparent windows assuring clear views into their operations. They will feature

professional creative signage within guidelines of the Project design criteria to assure compatibility with the Village requirements, the Project Approval, this Agreement, and the Project's overall architecture.

iii. Restaurant Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the restaurants will be a mix that includes but is not limited to fine dining, family/casual full table service restaurants, quick service restaurants, and grab and go restaurants.
2. Restaurant service at some or all of its restaurants will be provided to the general public during the same or greater hours as the retail stores provided however that restaurants shall be permitted to close periodically for special events or private parties.
3. All restaurants will maintain a high standard of appearance, cleanliness, quality and service.
4. All restaurants will feature professional signage compatible with the Project Approval, this Agreement, and applicable Village standards.

iv. Office Component.

1. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component is Class A office space.
2. The Developer shall use good faith, commercially reasonable efforts to ensure that the office component shall be designed and advertised as no less than Class A office space, and shall be operated and maintained as such.
3. The Developer shall use good faith, commercially reasonable efforts to ensure that the interior and exterior of the office component shall have high quality finishes that shall be maintained and may be periodically updated to maintain positions as no less than Class A office space.
4. The Village and Developer agree that for purposes of this

Agreement, Class A office space shall be determined by comparing commercial leased office space in the market area generally comprised of the neighborhoods of Bal Harbour, Bay Harbor Islands, Keystone Point, Sans Souci, North Beach and Miami Shores and more specifically defined as that area bounded on the north by 125th Street/Broad Causeway, on the east by the Atlantic Ocean, on the south by NW/NE 54th Street, and on the west by I-95.

k. Employment.

i. Construction. The Developer shall cause contractors and subcontractors to use commercially reasonable best efforts to promote employment opportunities for local Miami-Dade County residents and seek to achieve a project goal of having at least twenty five percent (25%) of all construction labor hours performed by Miami-Dade County residents.

ii. Operations. The Developer shall cause its commercial tenants to use commercially reasonable best efforts to promote employment for Village residents in the hotel, retail, and restaurant components of the Project.

l. Architectural Quality. Within the Sunbeam NBV SAP all buildings shall respond to the existing urban context and natural features of Biscayne Bay. The building facades at street level shall recognize the pedestrian experience and at the upper levels take advantage of the opportunities for long views. All buildings shall have articulated building facades of high-quality finishes and construction. Use of architectural style, details and color should be distinctive from the surrounding area. For the development of buildings above thirty (30) stories in height, the buildings shall be "iconic" of exceptional architectural merit.

m. Concept Plan. Developer shall develop the Property in substantial compliance with the concept plan displayed by Developer at the presentation before the Village Commission on October 11, 2022, attached hereto as Exhibit "G."

n. Parking Participation Contribution. Commencing upon the Developer's first instance of charging invitees or guests for non-residential parking to occur after ten (10) years from the Effective Date:

1. Developer shall bi-annually pay the Village an amount equal to $1 per fee event for non-residential parking within the Project. As used in this section, a "fee event" shall occur whenever a vehicle belonging to a non-resident or invitee of the Project pays a fee for accessing the parking garage and stationing a vehicle on the Property. Where parking is offered at no charge to the end user directly or through validation no fee event shall be considered to have occurred. Where parking is offered at a reduced charge to the end user, a fee event shall be considered to have occurred.

ii. Developer shall on or before ninety (90) days following the close of each fiscal year deliver to the Village a certified statement of its annual gross

receipts and charge-offs for parking, and number of parking fee events ("Parking Figures") prepared by an independent certified public accountant ("CPA"), admitted to practice in the State of Florida, reflecting Parking Figures for the preceding fiscal year. The CPA statement shall render an unqualified opinion, based on the result of the audit, relative to the Developer's accounting of Parking Figures. Developer will allow Village auditors, during regular business hours after reasonable notice, to audit, inspect and examine the Developer's fiscal books and records and tax returns, insofar as they relate to Parking Figures, to confirm the Developer's compliance with this Paragraph 7.n. In the event of an under- or over-payment of the contribution based on parking fee events for the preceding year, the party owing sums shall, within thirty (30) days, remit to the other party the amount owed. In the event the Developer owes an amount representing greater than five- percent (5%) of the contribution due for the preceding year, the Developer shall pay a penalty of one and one half percent per month on the outstanding balance until paid and pay all expenses of collection by the Village, including court costs and reasonable attorneys' fees.

o. Enhanced Storm water Retention. Prior to the issuance of the first building permit, Developer and Village shall cooperate to determine mutually acceptable stormwater retention engineering standards that exceed current requirements in order to protect properties adjacent to the Property, including rights-of-way, from the potential stormwater run-off from the Property. Developer shall design and construct the improvements of the Project subject to the enhanced standards.

8. Local Development Permits. The Village may need to administratively approve certain additional development permits in order for the Developer to complete the Project in a manner consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Review and approvals shall be made administratively and in accordance with the provisions of Section 166.033, Florida Statutes (2022), provided the request for approval or application is consistent with the Project Approval, the Special Area Plan, the Land Development Regulations, and the Comprehensive Plan. Those development permits include, but are not limited to:

   a. Water, sewer, paving and drainage, and other infrastructure permits;

   b. Covenants, Covenant in Lieu of Unity of Title, or Unity of Title, or acceptance or release of existing unities or covenants, if applicable;

   c. Building permits;

   d. SAP Permits;

   e. Site Plan Modification Permits; and

   f. Certificates of occupancy.

Developer acknowledges that Miami-Dade County or any of its agencies, and any other state and local agencies with jurisdiction over the Property or the Project are not parties to this Agreement. The Developer's inability to obtain additional development permits from any

such jurisdiction or agency without materially modifying the Project Approval will not excuse its material noncompliance with the Project Approval or this Agreement, but the Village shall reasonably consider, but have no obligation to approve, conforming modifications or amendments to the Project Approval or this Agreement, consistent with the intent of each, in order to enable the Developer to address the requirements of other jurisdictions. Under no circumstances will the Village be required to return any monies paid by Developer that have been encumbered or spent. In the event that material modifications required to meet the requirements of other jurisdictions are not approved, the Village agrees to return previously paid monies that have not been encumbered or spent.

9. Island Walk. The Developer shall grant a non-exclusive minimum eighteen foot (18') wide easement to the Village or other Governmental Entity for the Island Walk. The easement (~~a~~ which shall be substantially in the form ~~of which is~~ attached as Exhibit D) shall contain a covenant and restriction that the Island Walk will be and remain an open space boardwalk with landscaping and other amenities to be determined through an SAP Permit and shall remain reasonably available for access and use by the public, from 6 AM to midnight, except where an abutting commercial establishment closes later, the closing time should extend commensurate to the commercial establishment's closing hours ("Permitted Times") which will expressly allow the non-exclusive use of the Island Walk by general members of the public; subject to the Village's regulations for the Island Walk, and further subject always however, to the following continuing conditions and limitations:

   (a) The non-exclusive use of the Island Walk by general members of the public shall not create, and shall never be construed or interpreted to create a dedication to the public; notwithstanding the foregoing however, members of the public shall have non-exclusive use of the Island Walk solely for ingress and egress over the Island Walk for pedestrian traffic, subject to the provisions of this paragraph;

   (b) The Developer shall have the exclusive ability to restrict or prevent access to the Island Walk to any specific member(s) of the public as they may deem appropriate to avoid loitering, creating a nuisance, restricting access during certain times as exceptions to the Permitted Times ("Special Functions") and/or otherwise violating the rules and regulations adopted with respect to the Island Walk and Developer retains at all times the right and ability to seek to enforce the foregoing and laws related to trespass;

   (c) The Island Walk is a privately owned (non-governmentally owned) property and shall not be, nor shall it ever be by reason of any provision or provisions of this Agreement a public forum, limited public forum, or any other type of public forum as may exist now or in the future for purposes of the exercise of rights pursuant to the First Amendment to the United States Constitution and any companion provision under the Florida Constitution;~~.~~

   (d) The Island Walk and its use shall be and remain subject to rules and regulations as Developer may impose;

   (e) The use of the Island Walk by the public shall be limited to Permitted Times, other than during Special Functions;

   (f) Developer may reasonably limit use or preclude use of the general members

of the public on the Island Walk for Special Functions;

(g) Developer shall have the right (but not the obligation) to conduct such surveillance and security functions and activities as the Developer deems appropriate;

(h) Use of the Island Walk shall be subject to temporary disruption as Developer may reasonably designate in connection with activities Developer conducts, such as construction or repairs, and other activities conducted on portions of the Property;

(i) Use of the Island Walk shall be in its then "AS IS" condition and any party using the Island Walk does so at their own risk and, to the extent permitted by Florida Law;

(j) Developer shall construct the Island Walk at a minimum elevation of 7.5 feet NGVD and provide sufficient transitions on its Property to adjacent properties at time of construction. After construction of the Island Walk any required change to the transitions due to modifications being made by an abutting property owner shall be the sole responsibility of the abutting property owner;

(k) Developer shall not be denied access at any time across the Island Walk non-exclusive easement except in connection with the Village's temporary and limited exercise of its police power in connection with emergency response, emergency repairs, or crime scene investigation;

(l) Developer may assign its rights and responsibilities relating to the Island Walk to a Governmental Entity; and

(m) Developer understands that there are civic advantages to having the Island Walk completed as soon as reasonably possible. With that in mind, Developer shall make good faith, commercially reasonable efforts to construct and open the Island Walk in the "Sunbeam - NBV South-West" quadrant within five (5) years of the Effective Date, and fifty percent (50%) of the total Island Walk for the Project within ten (10) years of the Effective Date. However, the parties acknowledge that such dates may be impacted by (i) safety and security during construction, (ii) seawall construction, (iii) existing permitted uses, and (iv) interim use by the Miami-Dade Fire Department.

The Island Walk shall be constructed and maintained at the Developer's, or valid successor entity's, sole cost. To the extent permitted by Florida Law, Developer or a successor entity shall either (1) execute an indemnification agreement holding the Village harmless from claims of parties raised in connection with the Island Walk, in a form reasonably acceptable to the Village Attorney; or (2) obtain and keep current appropriate insurance policies that name the Village as an additional insured under terms reasonably acceptable to the Village's risk manager. All signage for public accessways to the Island Walk shall be constructed in substantial accordance with Exhibit "H" and shall be lit at night.

10. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the Village agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this

Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is materially inconsistent with the Project Approval and this Agreement. Further, if federal, state and county laws or ordinances are enacted after the execution of this Agreement which are applicable and preclude Developer's compliance with the terms of this Agreement, then this Agreement shall be construed to the extent possible, in whole or part to comply with relevant federal, state and county laws or ordinances so as to not create a default of this Agreement by Developer.

11. Impact Fees, Payment in Lieu Thereof.

a. The impact fees imposed by the Village that are in effect as of the Eeffective Ddate of this Agreement and that would apply to the development of the Project are specifically provided in Exhibit "C." The Village warrants that the impact fees were calculated and adopted in accordance with Section 163.31801, Florida Statutes (2022).

b. It is agreed and understood by the parties that no other impact fees imposed by the Village other than those listed in Exhibit "C" will apply to the development of the Project.

c. The Village shall waive all impact fees associated with the development of any workforce housing units.

d. Payment in Lieu of Impact Fees and Waiver. Subject to Paragraph 4.g, within thirty (30) days of the Village confirming in writing that there is sufficient capacity to serve the Property at the total number of units and floor area set forth in Paragraphs 6a.1 and 6.a.2 of this Agreement, Developer shall pay to the Village the sum of $6,880,000.00 as a partial payment in lieu of impact fees, which sum shall be applied against impact fees owed (when due) in the following manner; the first $1,000,000 shall be applied generally against parks and recreation impact fees (park open space and park improvement impact fees in equal shares); and thereafter second, police impact fees; third, remaining park open space impact fees; fourth, remaining park improvement impact fees; fifth, water impact fees; and sixth, wastewater impact fees. The Village confirms that it will use the payment in lieu of impact fees in compliance with Section 163.31801, Florida Statutes (2022) and the Village's enabling ordinances. The Developer waives any claim against said payment in lieu of impact fees based in whole or in part on the manner, time, or purpose for which these monies are spent by the Village, and the Village reserves the right to use these funds to address its infrastructure needs as it determines in its sole and absolute discretion, provided that if a court of competent jurisdiction finds that a payment in lieu of impact fees to be unlawful, then any payments made pursuant to this subparagraph shall be reclassified as impact fees and spent by the Village in accordance with applicable law. Developer shall be entitled to a credit against impact fees in the amount paid in lieu of impact fees pursuant to this Paragraph 11.d that may be applied against impact fees due for any development until such time as the

balance of the credit has been exhausted. Under no circumstances shall the Developer be entitled to a refund of the payment in lieu of impact fees and Developer waives any potential refund of any payments in lieu of impact fees under this Paragraph 11.d.

e. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the development of the Project during the Term or any extension of the Term. In the event that the Village decreases any impact fee after the Effective Date of this Agreement, the Village shall apply the decreased impact fee to the Project.

f. In accordance with Section 163.31801 (4)(e) Florida Statutes (2022), unless otherwise provided for in this Agreement, the collection of impact fees shall not occur earlier than the date of issuance of the building permit for the structure that is subject to the fee.

g. The Village agrees that all impact fees paid by the Developer shall be expended no later than seven (7) years from the date of remittance. Any unexpended impact fees shall be refunded to the Developer.

h. The Village and Developer shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the Village. To the extent allowed under the Village Code, the Developer shall be entitled to impact fee credits for any and all work performed by or donations, including land dedication, site planning and design, or construction, made by the Developer after the Effective Date of this Agreement for which impact fee credits can be awarded.

i. Special Fire Service Contribution. To assist the Village with funding construction of a new Miami-Dade County Fire Station No. 27 within the municipal boundaries of the Village, the Developer shall contribute One Million Three Hundred and Seventy-Five Thousand Dollars ($1,375,000.00) to the Village within 90 days of the Effective Date of this Agreement. The contribution shall be credited against building permit fees or contributions in lieu of building permit fees as described in Paragraph 13.

j. Temporary Fire Services Location. Developer has offered, subject to the execution of a lease between the Developer and Miami-Dade County, the portion of its Property located at 1551 79th~~th~~ Street Causeway for a temporary fire and emergency medical services location for a period of four (4) years from the Effective Date of this Agreement.

12. Density and Community Contribution Fees ("CCF").

a. The maximum density allowed on the Property shall consist of the following components:

Type	Density	Units	CCF per unit(l)	Total CCF

Base	70 dua	903	None	$0
Tier I	71-120dua	645	$5,000	$3,225,000
Tier 2	121-142 dua	285	$10,000	$2,850,000
Voluntary Contribution (2)	143-150 dua	103	$40,000	$4,120,000
Total	150 dua	1,936		$10,195,000

(1) The CCF that are in effect as of the effective date of this Agreement and that would apply to the development of the Project are specifically provided in Section 15.2.H.4.a of the ULDC (2022) and detailed in Exhibit "~~D~~B". The CCF described above represents a reduction of CCF in accordance with Resolution No. 2021-10.

(2) CCF fees have been calculated based on a density of 142 units per acre. In lieu of the CCF due for the 103 dwelling units that result from an increase in density from 142 to 150 units per acre, the Developer has agreed to contribute $4,120,000.0 as set forth in Paragraph 12.b.

The Village shall review the Comprehensive Plan and Land Development Regulations, and if necessary, may consider any amendments necessary to effectuate the terms of this Paragraph 12.

b. Subject to Paragraph 4.g, Developer shall pay to the Village the sum of $4,120,000, in lieu of the CCF that would be due for 103 dwelling units resulting from the increase from 142 dwelling units per acre to 150 dwelling units per acre.

c. Within 90 days of the Effective Date of this Agreement, Developer shall pay the Village the sum of $1,518,750 representing 25% of the total CCF due for Tier I and Tier 2, which payment shall extend the Project Approval through the Term or any extension of the Term of this Agreement subject to compliance with all terms of the Project Approval and this Agreement. Thereafter, prior to obtaining each building permit for base, Tier 1, or Tier 2 residential dwelling units, Developer shall pay the remaining CCF of $2,485.68 per residential dwelling unit (the "Per Unit Fee") to be constructed under such building permit, said amount representing 75% of the CCF due for Tier I and Tier 2 on a per unit basis (75% of total CCF for Tier 1 and Tier 2 up to 142 units per acre divided by 1,833 units).

d. If additional property is added to the Project Approval subsequent to its initial adoption, any additional units sought through bonus density shall not be subject to the reductions set forth in Resolution No. 2021-10.

e. It is agreed and understood by the parties that no community contribution fees other than those described in this Paragraph 12 will apply to the development of the Project.

f. No new community contribution fees or increases to the fees in existence as of the Effective Date shall be adopted by the Village or otherwise be applied to the Project during the Term (and any extension to the Term).

13. Alternative Plans Review and Inspections. The Village acknowledges that it is the intent of the Developer to contract with a private provider to provide building code inspection services with regard to this Project and will make payment directly to the private provider for the provision of such services as permitted by Section 553.791, Florida Statutes

(2022). As a result of the use of a private provider, the Village shall reduce the permit fee by the amount of the actual cost savings realized by the Village for any services not performed. Private providers shall provide timely reports of plan review and inspections to the Village. To the extent permitted by Florida Law, Developer shall pay a contribution in lieu of building permit fees for administration, building code compliance, and supervising/monitoring of the work of private providers which shall be based on the cost that is actually incurred, including the labor cost of the personnel providing the service, by the Village or attributable to the Village for the clerical and supervisory assistance required, or both. All contributions in lieu of building permit fees paid by the Developer shall be credited against building permit fees that would otherwise be charged by the Village for each building permit.

14. Marina. Subject to the Village and Developer entering into a mutually acceptable agreement for revenue sharing of 5% of the gross revenue of Developer, its affiliates, subsidiaries, successors, or assigns (including third-party marina operators), from (i) marina dockage mooring fees, and (ii) other marina-related activities on submerged lands adjacent to the Property ("Marina Agreement"), the Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain a marina on submerged lands adjacent to the Property for the benefit of the general public and the Project and the Village shall actively assist the Developer in seeking approvals for a marina on state submerged lands adjacent to the Property. Upon execution of a Marina Agreement acceptable to the Village, the Village confirms its desire for the Developer to take any and all actions necessary to attain submerged land rights and permits for a marina adjacent to the Property and to incorporate the marina into the Project and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the marina and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village shall withhold permits for marina facilities until such time as the Village and Developer enter into a Marina Agreement. Developer may partner with any other governmental or institutional agency other than the Village provided the Village and Developer have executed a Marina Agreement. Developer may partner with any entity or governmental or institutional agency prior to execution of a Marina Agreement subject to Village approval, which shall not be unreasonably withheld. The Village agrees that Developer may partner with any of the following entities without Village approval: educational institutions such as the University of Miami, Florida International University, Nova Southeastern University and Florida Atlantic University; Waterkeepers; Friends of the Everglades; any reputable water taxi company. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

15. Ferry. The Village acknowledges that it is the intent of the Developer to seek an operator for a ferry to provide multi-modal transportation to and from the Property for benefit of

the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to attract an operator for a ferry and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for any ferry stop(s) and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

16. Overwater Pedestrian Walkways. The Village acknowledges that it is the intent of the Developer to finance, build, operate and maintain overwater pedestrian walkways for benefit of the general public and the Project. The Village confirms its desire for the Developer to take any and all actions necessary to build and operate overwater pedestrian walkways and the Village will use reasonable efforts to assist the Developer in this program, including being the applicant for the overwater pedestrian walkways and applying for county, state or federal grants, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

17. Pedestrian Bridges. The Village acknowledges that it is the intent of the Developer to construct one or more pedestrian bridges across Kennedy Causeway to provide multi-modal transportation to and from the Property for benefit of the general public and the Project. If the Village Commission confirms its desire for the Developer to take any and all actions, to develop one or more pedestrian bridges across 79th~~th~~ Street Causeway, and the Developer commits to (a) developing any such overpass with a notable, iconic design agreed upon by Village and Developer, and (b) opening such overpass for the use of the general public subject to reasonable rules and regulations, the Village agrees to assist Developer in obtaining approvals for the pedestrian overpass, including being the applicant and applying for county, state or federal grants, necessary to construct one or more pedestrian bridges across Kennedy Causeway and the Village will use reasonable efforts to assist the Developer in this program, subject to Developer's responsibility to obtain all required approvals from other agencies or entities with jurisdiction. The

Village has no obligation whatsoever to identify or obtain any such approvals. Any reasonable costs incurred by the Village in its efforts to further the intent of this Paragraph, including but not limited to consultant retention, consultant work, legal, and project-specific clerical and administrative work, shall be reimbursed by Developer within thirty (30) days of the Village's delivery of an invoice to the Developer. Third party consultants shall not be retained by the Village without the prior consent of the Developer. If the Developer and the Village cannot mutually agree on a third party consultant, the Village may elect not to proceed with further efforts contemplated by this Paragraph.

18. Shoreline Development approval. The Developer shall seek and obtain approval from the Shoreline Development Review Committee of Miami-Dade County, Florida. The Village shall provide written support of the Developer's application to the Shoreline Development Review Committee of Miami-Dade County, Florida.

19. Financing of Improvements and Bond Requirements.

    a. Financing. With respect to the Project improvements which provide a public benefit, specifically those contemplated in Paragraphs 6.a.4, 7.c, 9, 14, 15, 16, 17 and 20 of this Agreement, the Village shall assist the Developer in funding portions of, where practicable in the Village's sole discretion: (1) the creation of a Community Development District or other Governmental Entity; (2) the use of conduit-financing; (3) the use of impact fees and/or community contribution fees generated from this Project or other projects in the Village to the extent specific improvements can be funded by the specific impact fees or community contribution fees; and, (4) application for grants, subject to the Developer's reimbursement of documented expenses incurred by the Village to obtain any such grants.

    b. Bond for Public Facilities. Before the Developer commences public infrastructure or right-of-way improvements, (i) the Developer shall execute, deliver to the Village and record in the public records of Miami-Dade County, a separate payment and performance bond for one hundred ten percent (110%) of the total cost of the improvements made at the time, which bonds shall be in compliance with the terms of Section 255.05, Florida Statutes naming the Village as a beneficiary thereof, as obligee; or (ii) in lieu of such bond, the Developer shall file with the Village an alternative form of security in the form of cash, irrevocable letter of credit, or other security of the type listed in Section 255.05(7) or Part II of Chapter 625, Florida Statutes.

    c. Sea Wall Grant. The Village and Developer shall cooperate to apply grant funding, of up to $3,000,000 that the Village may be eligible for, towards the costs to design and construct improvements to the sea wall abutting the portion of the Property on the north side of 79th Street Causeway to improve resiliency and sustainability (the "Sea Wall Improvements"), so long as applying the grant funding to the Property does not result in an increase in financial costs or significant delays to the Developer's construction of the Sea Wall Improvements or results in the transfer of property rights from the Developer. The sea wall

grant funding is envisioned as a reimbursement of design and construction costs expended to construct the Sea Wall Improvements. Within three (3) days from the Effective Date, the Village shall provide Developer with an estimate of costs and time, and Developer agrees to respond to Village within three days after receiving the estimate to advise the Village whether it considers the costs and timing acceptable. If Developer finds the costs and timing acceptable, the Village and Developer will negotiate further agreements, protocols, or procedures as necessary to effectuate the intent of this Paragraph 19.c. If the Developer finds the costs and timing unacceptable, this Paragraph 19.c will cease to be of any force or effect and neither party shall be bound by its terms. The Village acknowledges that Developer's finding shall be made in Developer's sole discretion and shall not be argued to be bad faith.

20. Community Development District. Pursuant to Chapter 190 Florida Statutes (2022), Developer, at its sole cost and expense, desires to create and Village concurs in the creation of a Community Development District ("CDD"), to be comprised only of owners within the Project boundaries, for the purpose of, without limitation of any rights allowable under Florida Statutes, (i) creating a long term mechanism to ensure the proper operation and maintenance of certain infrastructure and improvements benefitting the Project, (ii) enforcement of non-compliance of maintenance or insurance standards for such improvements, and (iii) financing and managing infrastructure related to and for the benefit of the Project, including but not limited to water and sewer improvements, garages, civic spaces, landscaping and common areas. Among other things, the CDD will develop and publish maintenance standards that shall be imposed on all property owners within the Project. The Village further agrees that it is appropriate to grant the CDD that may hereafter be established with respect to the Project, the right to exercise the powers granted to it by Chapter 190, Florida Statutes (2022), to undertake its own district infrastructure projects inside and outside of its respective boundaries. Developer shall submit a petition to the Village to establish the CDD within two (2) years of the Effective Date of this Agreement. Developer shall establish a Board to control and manage the CDD. Developer understands that to the extent allowed by law, any portion of the Property that becomes public property or otherwise becomes tax exempt shall be exempt from taxes, assessments, user fees, or any other charges imposed by the CDD.

21. Workforce Housing Density Bonus. This paragraph shall meet the requirements of Section 15.2.H of the ULDC (2022).

    a. Definitions supplemental to Paragraph 12 of this Agreement:

        1. "Area Median Income" means the median income level for the Miami- Dade County Metropolitan Statistical Area, as established and defined in the annual schedule published by the Secretary of the U.S. Department of Housing and Urban Development, and adjusted for household size.

ii. "Certificate of Qualification" means a certificate approved by the Village or its designee and used by the Developer to establish a Qualified Household's eligibility to purchase or rent a WHU.

iii. "Control Period" means a 30-year period during which the affordability restrictions shall apply, which period shall commence from the date the Covered Development and Workforce Housing Units are available for public occupancy as evidenced by the issuance of certificate of occupancy or temporary certificate of occupancy for the Covered Development.

iv. "Covered Development" means the WHUs that shall be developed on the Property.

v. "County" means Miami-Dade County.

vi. "Eligible Household" means a household whose total income is between 80% and 140% of Area Median Income.

vii. "Eligible Household Income" means any income derived by any proposed occupants of a WHU who are 18 years of age or order and who will use the WHU as their primary residence.

viii. "Household" means any natural person who occupies a WHU as their primary residence.

ix. "Market Rate Dwelling Units" means all additional dwelling units in a development that are not WHUs as defined herein.

x. "Qualified Household" means an eligible household that has received a certificate of qualification from the Developer, as verified by the Village.

xi. "WHU" means a workforce housing unit.

b.

Notwithstanding Developer's option to satisfy its workforce housing obligations under this Agreement through the community benefits package outlined in Paragraph 7.d.ii above, Developer nevertheless agrees that in the event Developer obtains required approvals by all governmental entities with jurisdiction and is issued a final non-appealable building permit authorizing construction of the marina described in Paragraph 14 with a minimum of 50 slips, within 36 months of obtaining said approvals, the minimum number of WHUs provided by Developer shall be increased by four percentage points, i.e.: (i) to four percent (4%) of all multi-family residential units located within the Project if Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above or (ii), ~~At all times, a minimum of 6% of all multi-family residential units located within the Project shall be WHUs, except as provided below:~~

~~Within 36 months of Developer obtaining required approvals by all governmental entities with jurisdiction and issuance of a final non-appealable building permit authorizing construction of the marina described in Paragraph 14 with a minimum of 50 slips, the minimum number of WHUs provided by the Developer shall be increased~~ to 10% of all multi-family residential units located within the Project if Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i. above,

provided that:

1. to the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, all WHUs above 6% of all multi-family residential units located within the Project, may be offsite, on property located in North Bay Village that is zoned for multi-family occupancy;
2. to the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.ii above, all offsite WHUs shall be new construction owned and operated by the Developer;
3. all WHUs above 5% of all multi-family residential units located within the Project may be constructed as studio or one-bedroom apartments with a minimum of 500 square feet of tenancy; and
4. all WHUs above 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 100% and 140% Area Median Income.

c. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, Developer agrees that ~~A~~an annual inventory of WHUs shall be provided to the Village and~~. A~~ a minimum of 5% of all multi-family residential units located within the Project will be made available for Eligible Households with total income between 80% and 100% Area Median Income with the balance of the WHUs to be made available for Eligible Households with total income between 100% and 140% Area Median Income.

d. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, Developer shall determine in its sole discretion the location of workforce housing units on the Property so long as at least fifty percent (50%) of the residential buildings throughout the Property shall contain one or more WHUs. A building that satisfies its WHU requirement by contributing an "in-lieu" fee to the Village's workforce housing fund pursuant to Paragraph 7.d.ii above or Section 8.10.2 of the ULDC (2025) shall be considered to contain a WHU for purposes of this Paragraph.

e. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, ~~I~~in each building in which WHUs are being built, the WHUs shall be built simultaneously with or prior to the non-WHUs.

f. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, WHUs shall proportionally contain the same number of bedrooms and quality of construction as non-WHUs in the building in which the WHUs are located.

g. To the extent Developer elects to satisfy its density bonus obligations through Paragraph 7.d.i above, ~~T~~the interior building materials and finishes of the WHUs shall be substantially the same type and quality as the non-WHUs in the building in which the WHUs are located.

h. WHUs shall be leased only to Qualified Households during the Control Period. Qualified Households shall be provided leases of a minimum period of 12 months, which shall comply with all applicable federal and state laws. WHU leases

shall, at minimum, include: (i) provisions that specify the maximum household size allowed in the unit; (ii) a prohibition against subleasing; and (iii) a requirement that qualified household shall report any changes in household size or income during his or her tenancy.

i. The Covered Development may only be rented, before the expiration of the Control Period, by Qualified Households to be used as primary residences for those households. Prospective Eligible Households seeking to rent a WHU shall complete and execute the Certificate of Qualification as part of their unit lease application. Completed copies of the Certificate of Qualification, executed by the Developer or their designee, shall be transmitted to the Village for a verification of eligibility by the Village Manager or designee. Upon determination of eligibility by the Developer, the Developer shall sign the Certificate of Qualification confirming that the Eligible Household is a Qualified Household. The property manager or property owner of the Covered Development shall retain the original Certificate of Qualification on site in the Qualified Household's file and provide a copy of the same to the Village. Copies of documents provided by the Eligible Household evidencing their earnings shall be retained in the Qualified Household's file along with the Certificate of Qualification.

j. A Certificates of Qualification shall be valid for 12 months. The Village hereby authorizes the Developer to issue Certificates of Qualification for execution by a prospective or current Eligible Household, subject to verification by the Village Manager or designee.

k. Before the expiration of the Control Period, WHUs may only be rented at rents that do not exceed the maximum monthly rent limit as determined and published by U.S. Department of Housing and Urban Development for Miami-Dade County.

l. Developer shall comply with all monitoring requirements established by the Village. The Village may conduct, upon 48-hours' notice to the Developer, an on-site inspection of the Covered Development to review client files for income verification. If a Qualified Household's Eligible Household Income increases above the maximum allowed income levels or a rented WHU is found to be non-compliant, the household may choose to remain in the WHU for the remaining term of the lease, and the property owner or manager shall make the next comparable vacant unit at the Covered Development available to an eligible household at the WHU rent.

m. Developer shall, on an annual basis, furnish the Village with an occupancy report, which provides the following information: (a) a list of all occupied WHUs, indicating composition of each resident family, as of the end date of the reporting period; (b) a list of all vacant WHUs, as of the end date of the reporting period; (c) the total number of vacancies that occurred during the reporting period; and (d) the total number of WHUs that were re-rented during the reporting period, stating family size and income. The Developer shall permit Village representatives to conduct on-site inspection of the Covered Development, upon 48-hours' notice, to review tenant files for income verification.

n. On or before January I of each year, Developer shall provide an annual report to

the Village, demonstrating that all of the occupied WHUs are being leased to Eligible Households and shall execute and submit a sworn statement attesting to the veracity and accuracy of the annual report.

o. Developer is permitted to sell the Property at all times, and the Developer hereby agrees that the WHU and rental restriction requirement outlined herein shall run with the land and continue to apply to the Covered Development following any sale or transfer of the Covered Development through the expiration of the Control Period. Any deed for the transfer of one or more WHUs shall expressly state on its face that the unit(s) is/are restricted by this Paragraph 21 of this Development Agreement. The restrictions of this paragraph shall not be made subordinate to the interest of any mortgagee, lender, or lienor, and any interest in WHUs on the Property taken by such mortgagee, lender, or lienor shall be subject to the restrictions and requirements herein.

p. If the Property is converted into a condominium or other "for sale" project (other than by a subsequent owner after a foreclosure sale of a mortgage or deed in lieu of foreclosure transfer of ownership), then prior to entering into the first contract for sale of a WHU as a "for sale" unit, the Developer shall enter into a new covenant in favor of the Village for a "for sale" project in accordance with the current restrictions for such units as established by the Village and shall require all purchasers to abide by the restrictions. Such covenant shall grant to each Qualified Household occupying a WHU, at the time the Developer is required to provide a notice of intended conversion in accordance with Section 718.608, Florida Statutes (2022), a right of first refusal to purchase the WHU. Such covenant shall also grant to the Village, among other things, the Village's right of first refusal to purchase any or all of the WHUs in the event that a Qualified Household does not purchase the WHU within six months from the first date Developer or its successors or assigns offers the WHU for sale. In the event Qualified Households or the Village do not exercise their right of first refusal option, the Developer shall continue to market and sell or rent such WHUs to Qualified Households throughout the Control Period.

q. The Control Period shall expire 30 years from the date when the WHUs forming part of the Covered Development are first placed into service, as evidenced by the issuance of a certificate of occupancy or temporary certificate of occupancy by a local government agency authorizing the use of the WHUs as primary residences. Upon the expiration of the Control Period, the Village shall record in the Public Records of Miami-Dade County an instrument releasing the Covered Development from its obligation to provide WHUs, and the Developer, or its successors and assigns, may freely lease or sell the Property or individual units at the market rate.

r. Developer shall provide the Village with notice of its intention to commence leasing. The notice shall set forth the number, size, rents, and location of the WHU units. Following the transmittal of the notice of Developer's intention to commence leasing and the initial lease of the WHUs, any subsequent offering of a WHU for lease shall not be subject to the notice requirements set forth in this paragraph. As part of this notice, the Developer and its agents or representatives shall also provide the Village with the contact information for the Developer and its agents and representatives.

s. Developer shall not discriminate against any person in the exercise of its obligations

under this Declaration, and all such actions shall be taken without regard to race, age, religion, color, gender, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence, or stalking, national origin, marital status, physical or mental disability, political affiliation, source of legitimate income, or any other factor which cannot be lawfully used. For purpose of clarity, the foregoing limitations shall not be construed to preclude the Developer from denying an Eligible Household an opportunity to lease a WHU unit based upon such factors as the Eligible Household's poor credit history or their inability to demonstrate household income sufficient to pay the WHU Rents and any other financial obligations. Additionally, to the extent permissible by law, the Developer shall not be precluded from providing preference to lease to Eligible Households where one or more members of the Eligible Household is employed in a business located in the Project, or to Qualified Households with at least one household member that meets the eligibility criteria of the Florida Hometown Heroes Loan Program set forth in Exhibit "F ."

t. Where construction has occurred on the Property or any portion thereof pursuant to a lawful permit issued by the Village, and inspections made and approval of occupancy given by the Village, then such construction, inspection, and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

22. Reservation of Development Rights. For the Term (and any extension to the Term), the Village hereby agrees that it shall permit the development of the Project in accordance with the Project Approval, the Land Development Regulations, the Comprehensive Plan, and the existing laws and policies as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions of this Agreement. The Property shall not be subject to downzoning, unit density reduction, or any other limitation upon the development rights or the operation of the Project in effect upon the Effective Date of this Agreement and during the Term (and any extension to the Term) of this Agreement. However, nothing herein shall prohibit an increase in development density or intensity within the Project in a manner consistent with the Comprehensive Plan and the Land Development Regulations, provided that an increase in density shall result in pro rata adjustments to the impact fees due to the Village pursuant to law and as affirmed by Paragraph 11 of this Agreement.

    The expiration of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights of the Developer, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns to continue development of the Project in conformity with the Project Approval and all prior or subsequent Development Permits or development orders granted by the Village, including, but not limited to, those rights granted under the Comprehensive Plan and the Land Development Regulations, as in effect on the Effective Date or as subsequently amended.

23. Security During Construction. Developer shall secure the Property at all times prior to and during construction consistent with the Village's requirements, as of the Effective Date of this Agreement, for vacant development parcels. Developer shall provide for pest control, fencing, properly secured wind screens for any vacant portions of the Property not actively under construction to the satisfaction of the Village Manager and subject to existing Village

regulations. On or before the declaration of Warning or Watch for a Tropical Depression or storm of greater intensity, Developer shall cause the construction site and materials to be secured so as to minimize the probability of airborne debris.

24. Phasing and Timing. Within twelve (12) months of the Effective Date of this Agreement Developer shall submit to the Village Manager a timetable indicating the timing for the first building permit and the phasing of the construction of the Project. The Village understands that the Developer's submission of the timetable only represents the Developer's intended timetable and phasing plan and may be amended from time-to- time by the Developer in the Developer's sole discretion. The Developer shall inform the Village Manager, in writing, and changes to the timetable indicating the phasing of the construction of the Project. Within no more than two (2) years from the Effective Date of this Agreement, Developer commits to submit a master building permit package for the first master building permit for residential construction of at least 100 units.

25. Public Art.

    a. Developer will include, or cause to be included, the concrete pedestal in the canal west of the Project in the installation of art within the Project's Open Space, provided the Village and all other governmental entities having jurisdiction grant the necessary approvals, including any easement or license for the use of the concrete pedestal. Developer shall develop a concept for the concrete pedestal within two (2) years (subject to approval of the Village Manager, which shall not be unreasonably withheld), obtain construction, Coast Guard, Army Corps of Engineers and environmental permits within five (5) years (if required), and construct the concrete pedestal improvements in seven (7) years. In the event that such approval, easement and/or licenses cannot be obtained, it shall not be deemed a default of this Agreement.

    b. On or before any Certificate of Occupancy for the 1,000th dwelling unit, the Developer shall provide, or shall cause to be provided, and thereafter maintain, a public art component, consisting of multiple art pieces with a total value of at least one million dollars ($1,000,000.00) at time of installation, within the publicly accessible areas of the Project such as, without limitation, the Island Walk, the view corridors, or any other civic spaces and concrete pedestal described in Paragraph 25.a above.

26. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement.

27. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the Village agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement. Further, as it relates to the enforcement and/or interpretation of this Agreement, each party irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal action, proceeding, cause of action or counterclaim arising out of or relating to

(a) this Agreement, including any exhibits attached to this Agreement; (b) any other document or instrument hereafter executed and delivered in connection with this Agreement; or (c) the transactions contemplated by this Agreement. However, this waiver shall not be applicable to any matter relating to the Developer's rights in the Property, including but not limited to matters of eminent domain or the assertion of private property rights by the Developer under the United States Constitution and the Florida State Constitution and applicable Florida statutory and common law. This waiver shall survive the termination or expiration of this Agreement.

28. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to Village at: ~~Ralph~~ ~~Rosado~~Frank Rollason Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a copy to: Village Attorney
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Haydee Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

If to Developer at: James Bry
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

With a copy to: CFO
Sunbeam
1401 79th Street Causeway
North Bay Village, FL 33141

John Shubin
Shubin & Bass PA
525 Okeechobee Blvd. Suite 1680
West Palm Beach, FL 33401

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this paragraph shall survive the termination or expiration of this Agreement.

29. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

30. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

31. Modification, Amendment, and Release. This Agreement may not be modified, amended, or released, except by written instrument signed by the Village Manager and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property), provided that such modification, amendment, release has been approved by the Village after public hearing.

32. Default and Remedies.

    a. Default and Cure. Upon the Village's written notice of any alleged default in Developer's obligations under any section in this Agreement, the Developer shall have no less than thirty (30) days to cure such alleged default. The Developer may request the Village Manager to approve a longer period of time, not to exceed a total cure period of 150 days, to cure such alleged default, where the Village Manager determines that curing such default is impractical or commercially unreasonable within a lesser time frame. The Developer's failure to timely cure shall constitute an event of default and may, at the Village's option

and subject to the Developer's right to request review and initiate the dispute resolution process, result in termination of this Agreement, which termination is subject to any applicable legal or equitable remedies. Upon the Developer's written notice of any alleged default in the Village's obligations under any section in this Agreement, the Village shall have thirty (30) days to cure such alleged default.

b. Request for Review. In the event of an alleged default of the Developer, at any time during the cure period, the Developer may request review of the Village's preliminary determination of a default in writing (the "Request"), by providing written notice to the Village Manager. In the case of an alleged Village default, at the end of the cure period, if the alleged default has not been cured, a Request shall have been deemed to have been filed and the procedures herein invoked.

c. Dispute Resolution.

   i. Initial Meeting. Within seven Business Days after the Village's receipt of the Request, or the deeming of the Request having been filed, the Developer and the Village shall promptly hold an initial meeting to attempt in good faith to negotiate a settlement of the dispute.

   ii. Neutral. If within ten days after the Request, the parties have not negotiated a settlement of the dispute (as evidenced by a written, executed settlement agreement), the parties jointly shall appoint a mutually acceptable neutral person who is not affiliated with either of the parties or any affiliate of the Developer or the Village and who is experienced and knowledgeable in the management and operation of commercial real estate development (the "Neutral"). If the parties are unable to agree upon the appointment of the Neutral within 14 days after the Request, either party may request the American Arbitration Association (the "AAA") to select the Neutral or may require both parties to submit to any procedures of the AAA to select the Neutral, including without limitation the selection of the AAA as the Neutral.

d. Mediation. In order to resolve the dispute, the parties shall develop a non-binding alternative dispute resolution procedure such as mediation or facilitation (the "Mediation") with the assistance of the Neutral. The Neutral shall make the decision as to how, when and where the Mediation will be conducted if the parties have been unable to agree on such matters by the earlier of seven Business Days after the appointment of the Neutral or 21 days after the Request. The parties shall participate in good faith in the Mediation to its conclusion. If the parties resolve their Dispute through their own negotiations or in the Mediation, the resolution shall be reduced to the form of a written settlement agreement which shall be binding upon both parties and shall preclude any litigation with respect to such Dispute. If the parties have not resolved the dispute through the Mediation within 30 days after the Request, then, the dispute resolution shall be deemed final for purposes of this Agreement, and the Developer or the Village may institute litigation or otherwise proceed as permitted by law.

e. Interim Relief. These procedures require that the Developer use these Mediation procedures as a means of resolving a dispute prior to resorting to litigation. Notwithstanding any other provision of this Agreement to the contrary, in the

event either party desires to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order or preliminary injunction or other interim equitable relief concerning a dispute, including without limitation, declaratory relief, provisional remedies, special action relief, stay proceedings in connection with special action relief and any similar relief of an interim nature ("Interim Relief"), either before beginning the Mediation procedures or at any point in the Mediation procedures concerning such dispute, such party may initiate the appropriate litigation to obtain such Interim Relief.

f. If either the Developer or the Village fails to fulfill any obligation or covenant set forth in this Agreement, and provided the notice, cure, and mediation procedures of this Paragraph 32 have first been complied with, the other party will be entitled to exercise any or all remedies available under this Agreement, or at law or in equity as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes. The parties expressly acknowledge and agree that either party will have the right to enforce the other party's obligations under this Agreement through an injunction, along with other legal and equitable rights and remedies as may be permitted by law, including but not limited to Section 163.3243, Florida Statutes.

g. While the parties are engaged in the dispute resolution process identified herein, the Village shall continue to process and administer permits, including but not limited to those covered by Paragraph 8 of this Agreement sought by Developer unless: (1) the alleged defaults are material and not *de minimis* violations of this Agreement; and (2) it maintains based on competent evidence that the processing and issuance of the permits would create a legitimate public safety concern that requires immediate suspension of the permit activity or otherwise frustrate the intent of a material provision of this Agreement. Alternatively, the Village may seek court relief to withhold the processing and issuance of the permits at issue.

33. Cancellation and Enforcement. Subject to the procedures of Paragraph 32, enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both, as may be permitted by law. The provisions of this paragraph shall survive the termination of this Agreement.

    In determining the enforcement of this Agreement, the order of precedence of documents shall be first, this Agreement; second, the Project Approval; third, the North Bay Village Comprehensive Plan, and fourth, the ULDC (2022). As such, should there be any conflict(s) with respect to the interpretation and/or enforcement of this Agreement and any of the subordinate documents, then the terms of this Agreement shall prevail.

34. Cumulative Remedies. Nothing contained herein shall prevent the Developer or the Village from exercising any rights and remedies either party may have under law.

35. Estoppel. Each party hereto shall, from time to time, within thirty (30) calendar days following receipt of a written request from the other party, execute and deliver to the other party a certificate stating that this Development Agreement is unmodified and in full force and effect, or, if modified, that this Development Agreement is in full force

and effect as modified, and stating the modifications and stating whether or not, to the best of the certifying party's knowledge, the other party is in default in any respect under this Development Agreement and, if in default, specifying the nature and character of such default.

36. Force Majeure. It shall not constitute a default or a failure to cure if a default or failure to cure is caused by, or results from, any of the following: acts of God; acts of government, strikes, lock-outs, labor troubles, inability to procure materials, adverse weather conditions; declaration of a state of emergency under Section 252.363, Florida Statutes (2022) where the underlying condition directly affects the geographic area of North Bay Village; accidental fire that could not have been prevented through the exercise of reasonable precautions; war; civil unrest; accidents that could not have been prevented through the exercise of reasonable precautions; pandemics; hostile attacks by a third party against computer systems or networks, or other similar events beyond the control of such party (each, a "Force Majeure Event"). The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall immediately notify the other party as quickly as practicable of the occurrence of the Force Majeure Event, and shall describe in reasonable detail the nature and estimated duration of the Force Majeure Event and such performance or obligation shall be excused for the time of such delay.

37. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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

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

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

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

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

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

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Notice of Public Hearing - Regular Commission Meeting

North Bay Village | Publish Date: Sep 2, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON SEPTEMBER 16, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
48749	36548	Legal Ad - IPL0261742		3.0	222.0L

ATTENTION: CITY OF NORTH BAY VILLAGE IP
1666 KENNEDY CAUSEWAY #300
MIAMI BEACH, FL 33141
villageclerk@nbvillage.com

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARINGS
NOTICE OF INTENT TO CONSIDER A DEVELOPMENT AGREEMENT

NOTICE IS HEREBY GIVEN that pursuant to Section 163.3225, Florida Statutes, the North Bay Village Commission will hold TWO public hearings to consider an amendment to a previously approved, executed, and recorded Development Agreement for the real property and owners described below, and legally described in the surveys attached to the Application:

LOCATIONS and OWNERS/CO-APPLICANTS:

- Folio No. 23-3209-000-0010; Sunbeam Television Corp.
- Folio No. 23-3209-000-0200; Sunbeam Television Corp.
- Folio No. 23-3209-000-0201; Sunbeam Television Corp.
- Folio No. 23-3209-000-0020; Sunbeam Television Corp.
- Folio No. 23-3209-000-0030; Sunbeam Television Corp.
- Folio No. 23-3209-000-0031; Sunbeam 1601 79th ST LLC.
- Folio No. 23-3209-000-0040; Sunbeam 1601 79th ST LLC.
- Folio No. 23-3209-000-0161; Sunbeam Properties, Inc.
- Folio No. 23-3209-010-0240; Sunbeam 1600-1624 79th ST LLC.
- Folio No. 23-3209-010-0270; Sunbeam 1600-1624 79th ST LLC.

The affected properties are depicted below:





The amended Development Agreement seeks to modify some of thew previously approved standards and conditions that will govern development of the property in connection with the Sunbeam Special Area Plan, which include the following proposed uses, population densities, building intensities, and height:

Multi-phased mixed-use development consisting of up to a maximum:
- 7,311,807 square feet of development at a Floor Lot Ration (FLR) of 13.0
- 1,936 residential units at a residential density of 150 units per acre.
- Residential, Office, Commercial, Hotel/Lodging, and Civic Uses
- Height varying from 450 feet to 650 feet on said properties

FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
September 16, 2025, at 6:30 p.m., or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**	**September 29, 2025, at 6:30 p.m.,** or as soon thereafter as the same may be heard at **North Bay Village Village Hall – Commission Chambers 1666 Kennedy Causeway, #101 North Bay Village, FL 33141**

Copies of the proposed Development Agreement are available for public inspection online at: https://northbayvillage-fl.gov/agendas_minutes or at Village Hall, Office of the Village Clerk, 1666 Kennedy Causeway, #300, North Bay Village, FL 33141. Interested persons are invited to attend the public hearing or provide written comments on the proposed Development Agreement to the Village Clerk.

To request this material in an accessible format, a sign language interpreter, information on access for persons with disabilities, and/or any accommodation to review any document or participate in these proceedings, please contact 305756-7171 five days in advance to initiate the request. TTY Users may also call 711 (Florida Relay Service).

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the Village Commission, with respect to any matter considered at such hearing or meeting, the person will need a record of the proceedings and, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based.

Alba L. Chang, CMC, Village Clerk
Advertised in The Miami Herald on September 1, 2025
Mailed to affected property owners on September 1, 2025
Posted on a publicly accessible website on September 1, 2025

PUBLISHED DAILY
MIAMI-DADE-FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared, the undersigned, who on oath says that he/she is Custodian of Records of The The Miami Herald, a newspaper published in MIami Dade County, Florida, that the attached was published on the publicly accessible website of The Miami Herald or by print In the issues and dates listed below.

Affiant further Says that the said Miami Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
09/01/25 Print

Print Tearsheet Link

Marketplace Link

Julie Ambry

DIGITALLY SIGNED

Julie Ambry

Sherry J Chasteen

DIGITALLY SIGNED

Sworn to and subscribed before me on Sep 2, 2025, 9:51 AM EDT

NOTARY PUBLIC STATE OF TEXAS
SHERRY J CHASTEEN
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 125328493
MY COMMISSION EXPIRES 4/16/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

NORTH BAY VILLAGE

NOTICE OF PUBLIC HEARINGS
NOTICE OF INTENT TO CONSIDER A DEVELOPMENT AGREEMENT

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- Folio No. 23-3209-000-0030; Sunbeam Television Corp.
- Folio No. 23-3209-000-0031; Sunbeam 1601 79th ST LLC.
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The affected properties are depicted below:





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FIRST PUBLIC HEARING	SECOND PUBLIC HEARING
September 16, 2025, at 6:30 p.m.,	**September 29, 2025, at 6:30 p.m.,**
or as soon thereafter as the same may be heard at	or as soon thereafter as the same may be heard at
North Bay Village	**North Bay Village**
Village Hall – Commission Chambers	**Village Hall – Commission Chambers**
1666 Kennedy Causeway, #101	**1666 Kennedy Causeway, #101**
North Bay Village, FL 33141	**North Bay Village, FL 33141**

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Alba L. Chang, CMC, Village Clerk
Advertised in The Miami Herald on September 1, 2025
Mailed to affected property owners on September 1, 2025
Posted on a publicly accessible website on September 1, 2025

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 SECOND REGULAR MEETING ON SEPTEMBER 29, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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

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

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: 899 0803 8805**
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

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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.

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ALBA L. CHANG, CMC,
VILLAGE CLERK

North Bay Village X Clear Filters

Sort By: Newest

Public Hearing - Sunbeam NBV Special Area Plan

North Bay Village | Publish Date: Sep 19, 2025

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A SECOND REGULAR MEETING ON SEPTEMBER 29, 2025 AT 6:30 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING: AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING "APPENDIX A, SUNBEAM NBV SPECIAL AREA PLAN" OF THE UNIFIED LAND DEVELOPMENT CODE TO ADDRESS WORKFORCE HOUSING REQUIREMENTS AMONG OTHER PROVISIONS, APPLICABLE TO PROPERTIES ZONED "SUNBEAM SPECIAL AREA PLAN"; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, BINDING EFFECT, AND AN EFFECTIVE DATE.

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

DATE: September 29, 2025

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Advisory Board Appointment - Village Clerk, Alba L. Chang

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RECOMMENDATION

BACKGROUND AND ANALYSIS

On August 18, 2025, Nick Martin, Chair of the Financial Advisory Board, submitted his resignation to the Village. Shortly after, on August 26, 2025, Board Member Sandi Horwitz also resigned from the Board. In response, the Village Communication Team advertised the vacancies, updating the posting to reflect both open positions on the Board.

As a result, the Village has received the following residents' applications for the Commission's review and consideration.

New Applicants for Financial Advisory Board:

FIRST NAME	LAST NAME	ISLAND	SERVED BEFORE?
Lars Valentin	Schoett	Treasure Island	No
Elizabeth K	Avalo	Treasure Island	No
Sidharth Rishi	Mehta, M.D.	Harbor Island	No

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

None

PERSONNEL IMPACT

None

ATTACHMENTS

FAB Applicants - Condensed List
FAB Application - Lars Schoett
FAB Application - Liz Avalos
FAB Application - Mr. Sidharth Mehta

FINANCIAL ADVISORY BOARD [FAB]

FIVE MEMBERS

The purpose of the **Financial Advisory Board** is to consider and make recommendations on all issues affecting the fiscal policies and procedures of the units and departments within the Village and to assist the Village Manager, Commission, and Village Staff in the establishment of priorities in the Village's yearly budget and to maintain supervision of any bond dollars except items that could create potential legal liability, such as, but not limited to, cone of silence, active procurements, contract disputes, and bid protests in which will be excluded.

FAB – NEW APPLICANTS

FIRST NAME	LAST NAME	ISLAND	SERVED BEFORE?
Lars Valentin	Schoett	Treasure Island	NO
Elizabeth K	Avalo	Treasure Island	NO
Sidharth Rishi	Mehta, M.D. [HE/HIM]	Harbor Island	NO

FAB – CURRENT MEMBERS

FIRST NAME	LAST NAME	ISLAND	SEAT
Paul	Jacob	Harbor Island	Vice Chair
Sandra Helena	Seifken	Harbor Island	Secretary
Marco	Zuniga	Harbor Island	Member
VACANT	**VACANT**	**VACANT**	**Member**
VACANT	**VACANT**	**VACANT**	**Member**

North Bay Village
ADVISORY BOARD APPLICATION FORM

Residents of North Bay Village are welcome to apply at any time; however, applications are only considered when there is a vacancy. Please be advised that all submitted board/committee applications are a public record subject to the disclosure of Chapter 119 of the Florida Statutes.

Please note that a resume and valid photo ID must be submitted with your application.

Please return the signed and completed application to:

North Bay Village Hall
1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | ATTN: Village Clerk's Office
Email: villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 08/26/2025 NAME LARS SCHOETT

MAILING ADDRESS 7549 BOUNTY AVE ZIP 33141

EMAIL larsschott@icloud.com PHONE 9543483949

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☑ OTHER NEWS LETTER

ARE YOU A VILLAGE RESIDENT? YES ◉ NO ○ IF YES, HOW MANY YEARS? 2.5

VERIFICATION OF RESIDENCY:
(The following are required with the application)

Driver's License *(Required)*: ☑ Voter's Registration Card *(Required)*: ☐

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

ARE YOU A REGISTERED VOTER? YES ◉ NO ○

ARE YOU A BUSINESS OWNER: YES ○ NO ◉ IF YES, HOW MANY YEARS? _____

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

ADVISORY BOARD SELECTION

HAVE YOU EVER SERVED ON A VILLAGE BOARD? YES ◯ NO ◉

IF SO, WHICH BOARD: _____

Please choose your first, second, and third choices amongst the following Boards and Committees. If you are interested in only one, this should be indicated. (At any given time, board members may not serve on more than one board and one committee or on two boards or on two committees).

ANIMAL WELFARE ADVISORY BOARD	0	**COMMUNITY ENHANCEMENT ADVISORY BOARD**	0
RESIDENT SERVICES ADVISORY	0	**PLANNING AND ZONING BOARD**	0
BOARD FINANCIAL ADVISORY BOARD	0	**SUSTAINABILITY & RESILIENCE TASK FORCE**	0

(All Board Members are required to disclose their Financial Interest annually. Additionally, at least four hours of Ethics Training are required for all Board members during their term of Office.) Planning & Zoning Board Members Complete Form 1, Statement of Financial Interest, and all other Board Members complete "Source of Income Statement."

PLEASE GIVE A SUMMARY OF YOUR WORK AND CIVIC SERVICE EXPERIENCE and HOW YOU THINK YOUR BACKGROUND QUALIFIES YOU TO SERVE ON THIS BOARD. WHAT YOU MAY BE ABLE TO CONTRIBUTE (YOU MAY ALSO SUBMIT THIS SEPARATELY):

~~Please refer to e-mail cover letter.~~

APPLICANT'S SIGNATURE: Lauy Sdtw **DATE:** 08/26/2025

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

Recognizing the value of scenic surroundings to tourists, prospective residents, and commercial developments, as well as the citizens and taxpayers of the Village, and further preserving the quality of the environment, the purpose of the Community Enhancement Board is to consider and advance improvements, programs, and services meant to enhance the aesthetic appeal of the Village.

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Sustainability and Resiliency Task Force

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Planning and Zoning Advisory Board

The purpose of the Planning and Zoning Board is to recommend to the Village Commission all matters within the general purview of planning, zoning, and development.

LARS SCHOTT

FINANCE & IT EXECUTIVE

North Bay Village, FL +1-954-348-3949 larsschott@icloud.com

SUMMARY

Experienced Vice President with a long history of working in Finance and the Telecommunications industry reporting to C-level executive leadership; current role in multi-national company with $4BN+ in revenues and 10,000+ employees across over 20 markets in Latin America, Caribbean and USA. Highly experienced in working in global multi-cultural organizations, providing hands-on senior leadership of business transformations while building a strong leadership culture.

Solid background in delivering tangible business performance improvements, multi-million post-merger synergies and cost benefits through developing and executing change management strategies, digital transformations, re-structuring programs and integration initiatives across Finance, IT and Commercial Operations. Proven track record in leadership development as well as providing oversight to establishing new operating models; development of organizations with an open and transparent culture, and ensuring relevant business processes are deployed with the proper tools and systems to maximize performance and automation needs.

Demonstrated and internally recognized key skills include People Management of senior leaders in large organizations, management of Post-merger Integration programs, Revenue Assurance & Fraud Prevention Management, Telecom Retail and Wholesale Billing, Business Process and Finance Controls Compliance Optimization, Project Management, IT Strategy Development, and Digital Transformations.

EDUCATION

School of Economics, Business & Law, Gothenburg University, Sweden

MSc Management and Financial Accounting

- Leadership Program Effectiveness Evaluation
- Valuation Models Intangible Assets

KEY SKILLS

- **Leadership Development**
- **Organizational Development**
- **Risk & Compliance Controls**
- **Finance Controls**
- **Process Improvement**
- **Performance Management**
- **Billing & Collections**
- **Cost Structure Transformation**
- **Digital / IT Strategy**
- **Post-merger Integration**

EXPERIENCE

Apr 2018 - present

VP, Revenue Management (Group Finance) • **Cable & Wireless Communications / Liberty Latin America** • Miami, FL

Group Revenue Assurance & Fraud Management, Finance Billing Operations, Carrier Billing Operations and Customer Payment Operations across 20 markets and Business Units - reporting to Group CFO. Leading a dedicated team of senior Finance leaders and professionals to transform but also run daily operations of the C&W Group Revenue Management function.

Key achievements: delivered new Operating Model; 50% OPEX reduction through digital initiatives in Risk and Billing & Collections; significant increase in controls framework scope and process automation; significant improvement in staff engagement scores through building a strong culture; awarded Top 10 Manager recognition four (4) consecutive years

Apr 2017 – Mar 2018

VP, Operational Excellence (Group Transformation Office) • **Cable & Wireless Communications** (Liberty Global) • Miami, FL

Operational Excellence (Transformation Office) - reporting to Chief Transformation Officer. Identifying, planning, and executing key transformation initiatives across Digital, Finance, Technology and Customer Experience.

Key achievements: supported transformation of Company Operating Model; overall program delivered $49M in cost savings; supported break-down of functional silos and encouraged staff to a mindset of continuous improvement.

Jul 2015 – Mar 2017

Senior Director, Integration & PMO (Group HR & Integration) • **Cable & Wireless Communications** • Miami, FL

Integration PMO – reporting to Senior Vice President, Integration. Overall program manager of integration between Cable & Wireless Communications and Columbus International operations across all center work streams and 17 markets (Finance, Customer Experience, Legal, IT, Network, HR, Marketing, Procurement).

Key achievements: supported delivery of $85M in cost synergies; re-branded 17 B2C / B2B markets; established combined Operating Model.

Sep 2007 – Jun 2015
Senior Advisory Consultant (CEO / COO Office) • **Columbus Communications Inc.** • Miami, FL

Corporate PMO – reporting to CEO and COO. Established and managed Columbus Communication's Corporate PMO in terms of people, processes and tools to drive executive sponsored programs across the business covering post-merger Integrations and strategic initiatives in Finance, Customer Experience, IT, Technology, Product and Marketing.

Apr 2002 – Apr 2009
Senior Consultant / Project Manager (Telecom Consultancy – IT & Billing) • **EC2B Business Partner AB** • Stockholm, Sweden

Apr 1999 – Apr 2002
Senior Consultant / Project Manager (Telecom Consultancy – IT & Billing) • **Kipling Systems Integration AB** • Gothenburg, Sweden

Mar 2001 – Feb 2002
Senior Consultant / Project Manager (Telecom Consultancy – IT & Billing) • **Telia Sonera** • Copenhagen, Denmark

Jan 1999 – Feb 2001
Consultant / Project Manager (Telecom Billing) • **Ericsson Hewlett Packard AB** • Stockholm, Sweden

KEY TECHNICAL SKILLS

PowerPoint Presentations – Expert Level | **Microsoft Office Product Suite** – Expert Level | **Visio** – Advanced Level | **Telecom BSS / OSS Systems** – Strategic User Level | **Oracle / RDMS** – Advanced Level

REFERENCES

Available upon request

Please accept my application for the open position in North Bay Village's Financial Advisory Board - resume attached.

I am a resident of North Bay Village since January 2023. My professional experience includes over 10 years of senior leadership roles within the Finance domain, overseeing Financial Controls and Risk and Compliance frameworks.

I would like to support the continued development of the community, and I believe my background and experience would be suitable for the Financial Advisory Board.

Sincerely,
Lars Schoett

7549 Bounty Ave
North Bay Village, FL 33139

[Logo]<https://northbayvillage-fl.gov>
Alba Chang
Village Clerk
Phone: (305) 756-7171
Mobile:
Email: villageclerk@nbvillage.com
Website: northbayvillage-fl.gov<https://northbayvillage-fl.gov>
Address: 1666 Kennedy Causeway Suite 300 North Bay Village, FL.33141
[facebook icon]<https://rb.gy/maiw1> [twitter icon] <https://rb.gy/a066z>
[youtube icon] <https://rb.gy/v5gq5> [linkedin icon] <https://rb.gy/fb0wn>
[instagram icon] <https://rb.gy/ruklf>
PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From:	Lars Schott
To:	Alba L. Chang, CMC
Cc:	Isabel Betancourt
Subject:	Fwd: [ALERT External Email] Application Financial Advisory Board
Date:	Tuesday, August 26, 2025 1:08:27 PM
Attachments:	2025-08-23 RESUME LARS SCHOTT.pdf ADVISORY BOARD COMMITTEE APPLICATION rev 2025 - LARS SCHOTT.pdf Drivers license LARS SCHOETT NBV - front.pdf ADVISORY BOARD COMMITTEE APPLICATION rev 2025.pdf 2025-08-23 RESUME LARS SCHOTT.pdf

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Good afternoon,

Please find completed application form and copy of Driver's License attached.

Regards
Lars Schott (Mr)

Begin forwarded message:

From: "Alba L. Chang, CMC" <villageclerk@nbvillage.com>
Subject: RE: [ALERT External Email] Application Financial Advisory Board
Date: August 26, 2025 at 12:21:35 PM EDT
To: Lars Schott <larsschott@icloud.com>
Cc: Isabel Betancourt <IBetancourt@nbvillage.com>

Ms. Schott,

Thank you for your interest in serving our Village and for submitting your resume for the open position on the North Bay Village Financial Advisory Board.

To proceed with your application, could you kindly fill out the attached application form and provide a copy of your driver's license as proof of residency. This will help us verify your eligibility and move forward with the selection process.

We truly appreciate your desire to support our community, and we look forward to reviewing your application.

-----Original Message-----
From: Lars Schott <larsschott@icloud.com>
Sent: Tuesday, August 26, 2025 11:38 AM
To: Alba L. Chang, CMC <villageclerk@nbvillage.com>
Subject: [ALERT External Email] Application Financial Advisory Board

Dear Village Clerk,

North Bay Village
ADVISORY BOARD APPLICATION FORM

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Please return the signed and completed application to:

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1666 Kennedy Causeway, Suite 300 | North Bay Village, FL 33141 | ATTN: Village Clerk's Office
Email: villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 8/27/20 NAME Elizabeth (Liz) Avalo

MAILING ADDRESS 1790 S. Treasure Dr. Unit 3C, NBV, Fl. ZIP 33141

EMAIL eavalo@dgpinnacle.com PHONE 305-331-5514

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER The Island Insider

ARE YOU A VILLAGE RESIDENT? YES ◉ NO ○ IF YES, HOW MANY YEARS? 8 years

VERIFICATION OF RESIDENCY:
(The following are required with the application)

Driver's License *(Required)*: ☑ Voter's Registration Card *(Required)*: ☑

WHICH ISLAND DO YOU LIVE ON? NORTH BAY ISLAND ☐ TREASURE ISLAND ☑ HARBOR ISLAND ☐

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ADDRESS OF BUSINESS: _____

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My college degree is in accounting; I have been in the Mortgage Industry over 34 years. I moved to North Bay Village on 5/1/2017 as a Tenant, then ending up buying the Unit on 6/10/2019. 8/2019 I was voted in as the President of my Condo Board at Bay Village Condo. I have been serving as President for over 6 years now. I volunteer at the Food Bank at my church, along with many other functions. I have two children, divorced, I have owned homes, I am financially savvy. I think I would be an asset to the Financial Advisory Board with all the experience & knowledge in finances. I also like to help my Neighbors & Community in any way I can. I am a member of Broward FAMP (Florida Association Mortgage Professionals, I have been a Mortgage Processor, Mortgage Underwriter, Operations Manager, I also maintain my Mortgage Broker License (NMLS). I am a well-rounded person that is bilingual, good with numbers, caring of others, and team player.

APPLICANT'S SIGNATURE: E. Avalo **DATE:** 8/28/2025

ADVISORY BOARDS/COMMITTEES

Community Enhancement Advisory Board

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The purpose of the Planning and Zoning Board is to recommend to the Village Commission all matters within the general purview of planning, zoning, and development.

Elizabeth Avalo
1790 S. Treasure Drive
Unit 3C
Miami, Fl. 33141
305-331-5514

Objective A challenging and rewarding position as an Operations Manager

Experience I'm a Self-starter with proven leadership abilities, in all aspects of the Mortgage Industry. I've been in the industry since 1991 in many positions, As an Underwriter, Processor, Branch Manager, MLO, Account Executive.

Employment

DG Pinnacle Home Loans: Operations Manager – 1/2/2025 to present

I oversee and direct the day-to-day operational activities to ensure efficiency and effectiveness. I'm responsible for managing various aspects of the business, including production, quality control, inventory management, and resource allocation. Essentially, I ensure the smooth and efficient functioning of the organization's operational processes.

DG Pinnacle Home Loans: TPO Account Executive - 12/15/2023 to 1/2/2025

I am the Account Executive for their TPO Division, I am the liaison working with all our Approved Brokers to satisfy all their Mortgage needs. I assist all the Brokers in training their MLO's, help structuring loans, calculating income, and answering all types of Mortgage questions. I visit the Mortgage Broker Offices, attend Mortgage Trade Shows, and reach out to new potential Mortgage Brokers in the Industry.

Ready Mortgage Lenders: DE Underwriter - 10/8/14 to 6/27/2023

As DE Underwriter, I review all types of Residential Loans, including Conventional, FHA, and VA for Approval or Denial. Analyzing each Credit Profile to confirm that the Borrowers have the Credit, Income, and Assets to qualify for their Mortgage Application. Review the complete file including Appraisals, Contracts, Fraud Guards, AVM, Title, and etc. Answer all Help Desk Questions from the MLO's, help the Processing Dept. with any questions they may have. Work with the following DPA's Program with Florida Housing, MDEAT, Chenoa Funds, and SHIP. Constantly completing Trainings and Webinars to keep up with the changes in this Industry. Read all new Agency Guidelines along with the Investor Overlays to confirm that the Loan fits within the Guidelines.

All in One Mortgage Lenders, SR. Loan Processor- 7/19/13 to 10/1/14

As a Sr. Loan Processor, I process all Mortgage Loan Applications, review and package each loan for Underwriting approval. I get the loans to the closing table, making it as seamless as possible. I process all types of loans, FHA, VA, 203K, and Conventional. I work with the Encompass system using the milestones to ensure that all loans are processed in a timely fashion. I communicate with all parties involved in each transaction to make sure everyone is update to date on the status of each loan that is submitted. I work closely with the Underwriters to make sure that all loans have all the necessary documentation that is needed in order to close a salable loan.

Home Financing Center, Inc., Mortgage Underwriter - 12/09/10 to 7/17/13

I was responsible for the Pipeline Management in the Underwriting Dept. I underwrote all Conventional, FHA, and VA loans applications. Approved or rejected residential loan applications by analyzing credit reports, financial statements, income, assets, and appraisal documentation for qualifying purposes. I'm also certified through E-housing for their County and State Bond programs have experience with MMAP (Certified), OCED, NSP, City of Miami programs that are offered to the Community. Communicate loans decisions to Loan Processors and Loan Officers in a timely fashion and ensure compliance deadlines are met with regards to pre-disclosures, approval letters, denial notices, and counteroffers.

Education

NMLS, FL. - Since October 2009
Miami-Dade College, Miami, Fl -. Degree in Accounting Technology
Gold Coast School, Doral, Fl. – Mortgage Broker 2009
Massasoit College, Canton, Ma. - Business Management 1996
Seminars & Training for all types of loan systems & products, 1991 to current
Bilingual in Spanish

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Email: villageclerk@nbvillage.com

APPLICANT'S INFORMATION

DATE 8/28/25 NAME Sidharth R. Mehta

MAILING ADDRESS 7525 Hispanola Ave, NBV Florida ZIP 33141

EMAIL sidharthrmehta@gmail.com PHONE 732-259-6728

HOW DID YOU HEAR ABOUT US? WEBSITE ☐ FACEBOOK ☐ OTHER Instagram

ARE YOU A VILLAGE RESIDENT? YES ◉ NO ○ IF YES, HOW MANY YEARS? 1 year

VERIFICATION OF RESIDENCY:
(The following are required with the application)

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ARE YOU A REGISTERED VOTER? YES ◉ NO ○

ARE YOU A BUSINESS OWNER: YES ◉ NO ○ IF YES, HOW MANY YEARS? 1 year

NAME OF BUSINESS: Malinois Advisors

ADDRESS OF BUSINESS: 7525 Hispanola Ave, North Bay Village, 33141

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Started out as an EMT at the age of 16 working as a volunteer throughout highschool. That experience led me to eventually pursuring a career in medicine. Graduated from medical school and went to surgical residence at Level 1 trauma hospitals. I've since left clinical medicine and now have a career in healthcare investment banking but am seeking out opportunities to serve my community in any way that I can. I think my broad civic and community led experiences combined with my financial services experience provide me with a unique perspective on how to approach community growth and sustainability.

APPLICANT'S SIGNATURE: _____ **DATE:** 8/28/2025

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SIDHARTH R. MEHTA, M.D.

sidharthrmehta@gmail.com | 732-259-6728 | linkedin.com/in/sidharthmehtamd

PROFESSIONAL EXPERIENCE

Allele Capital **2025-Present**

Director

- Lead origination and execution of life sciences advisory, licensing, and capital-markets transactions—own valuation, due diligence, and negotiation work-streams.
- Manage client relationships; translate complex scientific, clinical, and financial data into investor ready materials and investor decks.
- Drive sector coverage and idea generation: monitor pipeline catalysts, competitive landscapes, and regulatory shifts

Malinois Advisors **2023 – 2025**

President

- Lead comprehensive due diligence/opportunity assessment for LPs: Select advisory
  - Co-Lead $5M Pre-Series A SPV for cancer diagnostic startup
  - Advised LP to refrain from investing in $30M convertible note raise for Medtech
- Develop market models, valuation, and competitive market analysis resulting in SPV formation for Medtech startup

Jefferies, Inc **2021 – 2023**

Senior Associate, Equity Research; Biotechnology (II #2)

- Generated differentiated biotech investment theses by building granular financial models and publishing sector-leading research reports; leveraged clinical expertise to craft therapeutic-area landscapes (CVD, heme/onc, I&I, ID, T2D/obesity)
- Coverage Universe included: *MRNA, VRTX, CERE, PRTA, ALGS, IVVD, IMRX, FATE, MORF*
- **Select Recommendations:**
  - Pitched MORF as a long when Street was consensus short after underwhelming Phase IIa data readout, trade returned positive 75% on $3.2B buyout by LLY
  - Pitched MRNA as a short when Street was consensus long on tail revenues from COVID19 Vaccines, trade returned positive 27%

Entrée Health (Omnicom Health Group) **2020 – 2021**

Life Sciences Senior Consultant (fka AVP, Medical Director & Business Development)

- Developed market/opportunity/competitive analyses and pricing/market access strategies for 25 in-line products spanning 10 therapeutic areas to optimize clients' commercial advantage; examples:
  - **U.S. Launch & Payer Strategy:** Developed positioning strategy for a novel mAb in IBD, advised on HCP behaviors, patient treatment journey, competitor response, and formulary coverage
  - **Landscape & Coverage Policy Assessment:** Led the landscape and payer formulary coverage assessment for the launch of a novel oral therapeutic in the systemic autoimmune space
  - **Indication Expansion:** Designed the payer strategy and value proposition roadmap for two $10B franchises to inform approved FDA label expansions within the cardiology and I&I space
- Led firm's biopharma business development efforts, revenue generation and yearly business planning, increasing new business opportunities by 25% and YoY revenue growth by 30%

General Surgery Resident **2017 – 2019**

EDUCATION

- **MD** | St. George's University, School of Medicine **2017**
- **MS, Biomedical Sciences** | Rutgers University **2011**
- **BA, Economics** | Villanova University **2009**

OTHER

Platforms: FactSet, Microsoft Office Suite, Bloomberg, CapIQ

Skills: Financial modeling & Valuation, Scientific Expertise, Strategic Thinking, Market Research, Investment Due Diligence, Team Leadership, Risk Assessment, Research & Investment Analysis

Interests: Fishing, spearfishing, scuba diving, cooking, traveling