NORTH BAY VILLAGE
REGULAR VILLAGE COMMISSION MEETING
PUBLIC MEETING NOTICE

Monday, June 29, 2026 at 6:00 PM
1666 Kennedy Causeway, #101, North Bay Village, FL 33141
(In-person and virtual via Zoom. See below for details)

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

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

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

PUBLIC COMMENTS

Public comments will be accepted by the following means:

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

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

VIA E-MAIL TO: publiccomment@nbvillage.com

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

PUBLIC RECORDS

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

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

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

LOBBYING ACTIVITIES

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

Have questions or need additional information?

E-mail: villageclerk@nbvillage.com

Call: 305-756-7171

North Bay Village

OFFICIAL AGENDA
REGULAR VILLAGE COMMISSION MEETING
1666 Kennedy Causeway, #101, North Bay Village, FL 33141 (In-person and virtual via Zoom. See below for details)
Meeting ID: 891 2658 3746
Monday, June 29, 2026
6:00 PM

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

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

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

2. Order of Business

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

3.A. Presentation of the Maria and Sofia Saidi Scholarship Award Recipients

3.B. Presentation of a Proclamation Recognizing National Code Enforcement Officers

4. Open Forum

5. Approval of Commission Minutes

6. Advisory Board Minutes/Written Reports.

7. Village Commission's Report

8. Village Attorney's Report

9. Village Manager's Report

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

9.A. Report on Perpetual & Temporary Construction Easement at Civic Park
FDOT Easement Request.pdf
Easement Email .pdf

9.B. Code Compliance Report (May 2026)
March 2026 CM-Code Report.pdf
April 2026 CM-Code Report.pdf
May 2026 CM-Code Report.pdf

9.C. Traffic Enforcement Report (May 2026)
Monthly Traffic Report (May 2026).pdf

9.D. Community Engagement Report (April 2026)
Community Engagement Report May 2026.pdf

10. Village Clerk's Report

10.A. Village Clerk Report for May 2026
PRR Log 2026 - May.pdf

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

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

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

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

11.B. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026 TO ALLOCATE FUNDS TO THE VILLAGE HALL PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the budget amendment to allocate funds to the Village Hall Project.

Resolution -FY 2025-2026 Budget For Village Hall Project.docx
Exhibit A-Budget Amendment Village Hall.pdf
Capital Expenditure Analysis Building Depart. Cons.Component.pdf
Cost Eligibility Table.pdf

11.C. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROGRAM SERVICES AGREEMENT WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. D/B/A YMCA OF SOUTH FLORIDA FOR AFTERSCHOOL PROGRAMMING; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON (DEPUTY VILLAGE MANAGER / HUMAN RESOURCES DIRECTOR, JENICE ROSADO)

It is recommended that the Village Commission approve the proposed amendment to the Village's existing agreement with the YMCA to incorporate the additional scope of work for after-school care services.

Resolution - Amendment YMCA PSA Afterschool Services.DOCX
Exhibit A- YMCA PSA Afterschool Services.DOCX.docx
YMCA of South Florida.pdf
Letter - NBV TCT Expansion - 05.14.26.pdf

11.D. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FOUNDATION RISK PARTNERS, CORP. FOR MEDICAL INSURANCE BROKER SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON (DEPUTY VILLAGE MANAGER / HUMAN RESOURCES DIRECTOR, JENICE ROSADO)

It is recommended that the Village Commission approve the Professional Service

Agreement with Foundation Risk Partner, Corp for insurance medical brokers services.

Resolution -Insurance Broker -Foundation Risk Partners.DOCX
Exhibit A-First Amendment To Insurance Broker Contract.DOCX
North Bay Village Services Agreement fully executed.pdf

11.E. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2021-009; AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission approve the proposed Amendment to the Professional Services Agreement with CAP Government, Inc. as presented and the budget amendment.

Resolution - CAP PSA Amendment - Budget Amendment.DOCX
Reso Ex A - PSA First Amendment - CAP Building Services.DOCX
Reso Ex B - Budget Amendment Building Department.pdf

11.F. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH CREECE COACHING AND CONSULTING, LLC FOR RECREATION MANAGEMENT SERVICES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON

It is recommended that the Village Commission adopt the resolution approving an agreement with Creece Coaching and Consulting, LLC for recreation management services.

Resolution Approving Creece Coaching Agreement.DOCX
Exhibit A-PSA -Creece Coaching-Clean 06.09.2026.DOCX

11.G. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR BUILDING FEES IN ACCORDANCE WITH HOUSE BILL 803; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

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

Resolution Approving Building Dept Fee Updates-June 2026.DOCX
Exhibit A- Proposed Fee schedule .pdf
HB 803 Final.pdf
Proposed Fee Schedule. xlsx

11.H. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AMENDMENT NO. 1 TO AGREEMENT NO. C2302 WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FINANCING OF THE HARBOR ISLAND STORMWATER IMPROVEMENT PROJECT (F/K/A THE HARBOR ISLAND OUTFALL PROJECT); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

It is recommended that the Village Commission approve Amendment No. 1 to FDEP Agreement C2302 to fund stormwater and water quality improvement on Harbor Island.

Resolution Ratifying Amendment 1 To FDEP Contract C2302.DOCX
Exhibit A-Amendment 1 - C2302.pdf

11.I. A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PREMIERE DESIGN SOLUTIONS, INC. FOR SURVEYING SERVICES AND SUBSURFACE UTILITY EXPLORATION (SUE) SERVICES FOR THE HARBOR ISLAND STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $21,406.30; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON (CIP DIRECTOR, ROGER HOGG)

It is recommended that the Village Commission approve an agreement with Premiere Design Solutions Inc. (PDS) in the amount of $21,406.30 for subsurface utility engineering services in support of the Harbor Island Phase 1 stormwater design.

Resolution - PDS Subsurface Utility Exploration (SUE) Services.DOCX
Exhibit A-PDS - SUE Services.pdf
SUE Services Quote Analysis Summary.pdf
Hadonne - SUE fee proposal.pdf
USU Harbor Island Storm Drain Improvements -SUE.pdf

12. First Reading of Ordinances

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

13. Public Hearings

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

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

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

It is recommended that the Commission adopt the proposed Ordinance.

Memo - Agenda 2ndReading.DOCX
Ordinance Amending Chapters 8 and 11 and 15 - Sign Code - 05.19.26.docx
Exhibit A to Ordinance - 06.29.26.DOCX
Exhibit B to Ordinance - 05.19.26
Exhibit C to Ordinance - 05.19.26
BIE - Sign Code Amendment - Posted 06.15.2026.pdf
Notice of Public Hearing- MDC Legal Ads 06.16.2026.pdf

14. Discussion/Action Items

A. Unfinished Business
B. New Business

14.A. Discussion of a Proposed Development Partnership by Granvita for Treasure Island Elementary - Sponsored by Commissioner Doris Acosta

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

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

14.D. Discussion Regarding the Use of Artificial Intelligence (AI) for Village Administrative Operations - Sponsored by Mayor Rachel Streitfeld and Vice Mayor Goran Cuk

14.E. Discussion on Treasure Island Stormwater Infrastructure Improvement Design

It is recommended that the Village Commission consider consolidating the Treasure Island Stormwater Improvements Program under a single consultant and replacing the current phased design approach with a comprehensive neighborhood-wide design strategy. This would involve issuing a Request for Qualifications (RFQ) for design services and negotiating a professional services agreement with the highest-ranked firm.

Treasure Island Stormwater Design Memo.docx
JUNE 2025 NBV SWMP-BCC OPC.pdf
2026-06 - TI Stormwater Improvements RFQ-SOW- DRAFT.pdf

14.F. Discussion on the Solid Waste Service Alternatives and Recommendations from the Sustainability and Resiliency Task Force - Sponsored by Mayor Rachel Streitfeld
NBV Waste System Recommendation - simplified.pdf

14.G. Discussion on Establishing a Green Infrastructure Policy
Green Stormwater Infrastructure Policy Discussion.pdf
Green Infrastructure Policy-Final.docx
SRTF 05.26.2026 Draft Minutes.pdf

15. Adjournment

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ITEM NO. 3.A

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation of the Maria and Sofia Saidi Scholarship Award Recipients

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RECOMMENDATION

BACKGROUND AND ANALYSIS

This item is to recognize and award the 2026 Maria Saidi Memorial Scholarship for exceptional dedication to the arts and humanities, and the Sofia Saidi Memorial Scholarship for excellence in creative writing and academics.

The North Bay Village Saidi Sisters Memorial Scholarships are intended to honor the lives of Maria Saidi and Sofia Saidi, two treasured daughters of our Village whose passions fueled artistic and literary talents. Maria Saidi was a middle school student with an exceptional dedication to the arts and humanities before her early passing. She found joy in creative self-expression through artwork, writing, music, and exploring new intellectual horizons. Her sister Sofia Saidi was a high school student who demonstrated outstanding skills in creative writing alongside stellar academic performance when her promising future was tragically cut short after a hit-and-run crash in 2022.

The North Bay Village Commission established two Annual Memorial Scholarships to honor the lives and passions of Maria Saidi and Sofia Saidi:

• The Maria Saidi Memorial Scholarship: A $1,000 one-time award for middle school students who demonstrate exceptional dedication to the arts and humanities

• The Sofia Saidi Memorial Scholarship: A $1,000 one-time award for graduating high school students who excel in creative writing and academics

These scholarships seek to inspire and empower future generations to pursue artistic, literary, and intellectual discovery, preserving the inspirational legacies of Maria and Sofia. Through a competitive application process, the Village's Resident Services Board evaluated submissions

showcasing creativity, scholarly achievement, and inspirational essays.

Maria Saidi Applicants Must Provide:
Samples of artwork, writing, or other creative projects, a 500-word essay about their passions and how Maria inspires them Letter of recommendation

Sofia Saidi Applicants Must Provide:
Original creative writing samples, a copy of the current transcript showing grades, a 500-word essay about their passions and how Sofia inspires them Letter of recommendation

After careful consideration and a unanimous vote by the Resident Services Board, the proposed 2026 scholarship recipients are:

High School Recipients
Sofia Saidi Memorial Scholarship:
* Daniella Tovar - $2,000
* Cesar Aguado - $2,000

Middle School Recipients
Maria Saidi Memorial Scholarship:
* Max Dejtiar - $1,000
* Gaston Esquivel - $500

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Community Engagement / Scholarship Program
GL Line-Item Number: 001-74-574-545
Total Budget Allocated: $5,500
Remaining Balance: $5,500
Amount Requested: $5,500

PERSONNEL IMPACT
None

ITEM NO. 3.B

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Presentation of a Proclamation Recognizing National Code Enforcement Officers

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Rachel Streitfeld and the Village Commission proudly recognize the dedicated Code Enforcement professionals whose efforts help preserve and enhance the quality of life in North Bay Village. Through the fair and consistent enforcement of local codes and regulations, they play a vital role in protecting public health, safety, and welfare, maintaining community standards, and fostering attractive, safe, and vibrant neighborhoods.

In recognition of their valuable service and contributions to the community, the Mayor and Village Commission hereby proclaim June 29, 2026, as "Code Compliance Team Appreciation Day" in the Village of North Bay Village and encourage all residents to acknowledge and celebrate the important work performed by Code Enforcement professionals.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 9.A

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: Report on Perpetual & Temporary Construction Easement at Civic Park

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RECOMMENDATION

BACKGROUND AND ANALYSIS

On April 23, 2026, the Florida Department of Transportation (FDOT) sent a communication as it relates to the Design Phase for the bridge replacement project located along 79 Street / Kennedy Causeway.

FDOT is anticipating an impact to the Village Civic Park and is requesting the following:

* Perpetual Easement for the construction of a drainage inlet and pile.
* Temporary construction Easement for the driveway at the south end of the park.

The Department requested a concurrence from the Village on the proposed impacts to Civic Park.

Village Manager Rollason will further elaborate on the request.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENTS

FDOT Easement Request.pdf
Easement Email .pdf

Docusign Envelope ID: D922FD11-775B-4B66-B7F2-2D33B7C08603

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 N.W. 111 Avenue
Miami, Florida 33172

JARED W. PERDUE, P.E.
SECRETARY

April 23, 2026

Frank Rollason
Village Manager
North Bay Village

Subject: North Bay Village Dog Park: Concurrence on *De Minimis* Impacts
SR 934 / NE 79 Street from W of Pelican Harbor Drive to E of Adventure Avenue
Bridge Replacement Project
FDOT Financial Project ID: 449007-2-32-01
Miami-Dade County, Florida

Dear Mr. Rollason,

The Florida Department of Transportation (FDOT) District 6 is currently in the Design Phase for a bridge replacement project located along SR 934 / NE 79 Street from W of Pelican Harbor Drive to E of Adventure Avenue in Miami-Dade County, Florida. Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.S., Section 303) governs the use of publicly owned parks, recreation areas, wildlife and waterfowl refuges, and public and private historic sites for U.S. Department of Transportation projects. As previously coordinated, there is work being performed outside of FDOT right-of-way within the limits of a North Bay Village owned park, the North Bay Village Dog Park as part of this project (See Attachment A). North Bay Village Dog Park is located immediately north of SR 934 / NE 79 Street and south of East Drive and its amenities include perimeter fencing, trash cans, dog waste stations, shade structures, benches, and drinking-water fountains. The following minor impacts are anticipated within North Bay Village Dog Park:

- A perpetual easement for the construction of a drainage inlet and pipe, including access necessary to support future maintenance by FDOT.
- A temporary construction easement for driveway harmonization at the south end of the park. The area of temporary occupancy will be restored to the condition in which it was originally found.

All work is proposed outside of the portions of the Dog Park that are enclosed by fencing. The proposed work within North Bay Village Dog Park totals 0.027 acre, which is 0.015 acre more than what was proposed during the PD&E Study (0.012 acre).

Based on the limited impacts of the proposed action on the activities, features, and attributes that qualify North Bay Village Dog Park under Section 4(f), it is the opinion of FDOT District Six that the impacts will be *de minimis*. Per 23 CFR, Section 774.17, a *de minimis* impact for parks, recreation areas, and wildlife and waterfowl refuges is defined as a minor use of protected property that will have no adverse effect on the activities, features, or attributes of the Section 4(f) property.

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Per 23 CFR, Section 774.5 and detailed in the FDOT PD&E Manual Part 2 Chapter 7.3.5.1, the public must be given notice and an opportunity to review and provide comment concerning the effects of a project on the protected activities, features, or attributes of affected resources. This opportunity was provided to the public in a newspaper advertisement posted by FDOT on April 5, 2026, with a subsequent 14-day public comment period from April 5 to April 19, 2026. No comments were received from the public during the comment period.

FDOT District Six is seeking concurrence from North Bay Village that the proposed actions to be undertaken will result in *de minimis* impacts to the North Bay Village Dog Park. If you concur with FDOT's assessment of the impacts, then please sign and date the concurrence block at the bottom of this letter and return this copy to me at the address below or by email.

Thank you for your continued support and coordination efforts. Please do not hesitate to call or email me at 305-470-5221 or Steven.James@dot.state.fl.us. Alternatively, you may reach out to the project manager, Paola Martinez, at 305-470-5210 or Paola.Martinez@dot.state.fl.us.

Sincerely,

DocuSigned by:
44A2F58851B5476...

Steven Craig James, RLA 1451
District Environmental Manager, FDOT District Six
Florida Department of Transportation, District Six
1000 NW 111th Avenue, Room 6111A
Miami, Florida 33172

Docusign Envelope ID: D922FD11-775B-4B66-B7F2-2D33B7C08603

North Bay Village concurs that the proposed impacts to North Bay Village Dog Park are de minimis in nature and will not adversely affect the attributes, features, or activities of this significant resource.

(Signature) *(Date)*

Frank Rollason
Village Manager
North Bay Village

5/18/2026

cc: Mrs. Paola Martinez, P.E., FDOT Project Manager
Ms. Victoria Vogt, M.S., FDOT Cultural Resource Coordinator
Mr. Enrique "Rick" Crooks, P.E., EAC Consulting

Docusign Envelope ID: D922FD11-775B-4B66-B7F2-2D33B7C08603

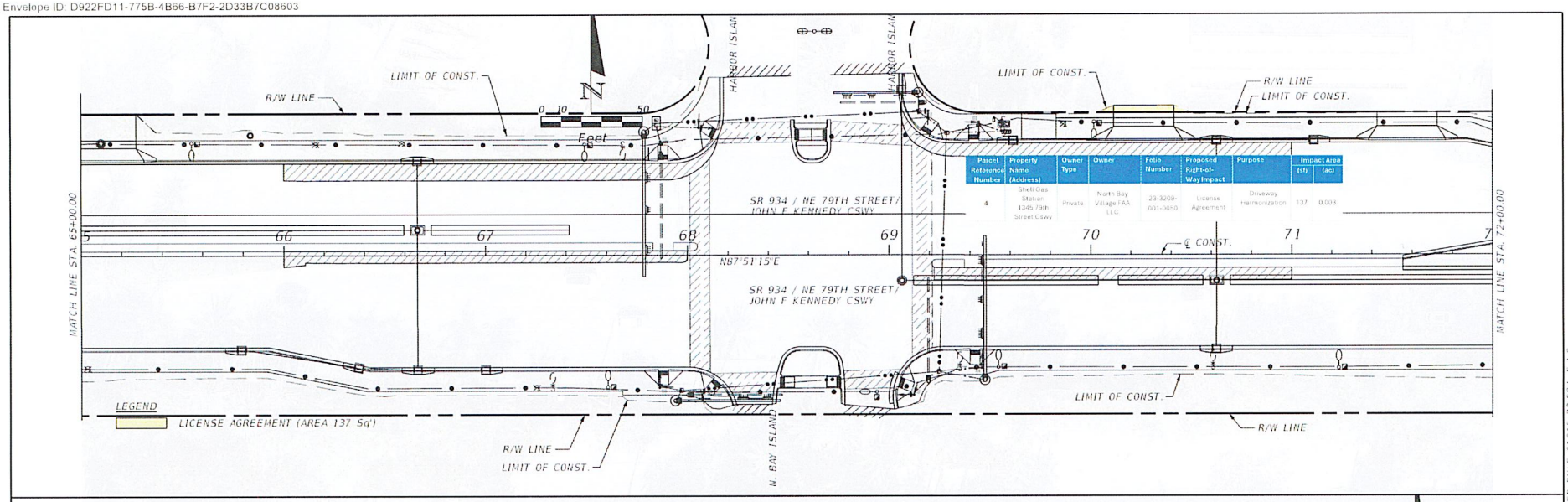
Attachment A

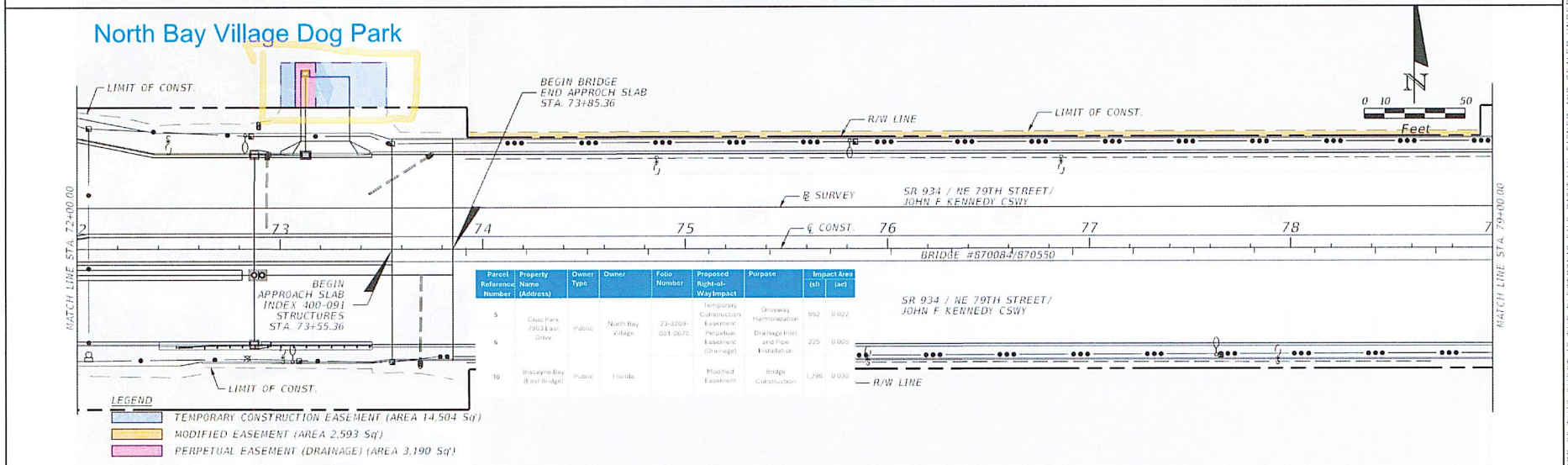
Design Phase – Work within North Bay Village Dog Park

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Docusign Envelope ID: D922FD11-775B-4B66-B7F2-2D33B7C08603





Parcel Reference Number	Property Name (Address)	Owner Type	Owner	Folio Number	Proposed Right-of-Way Impact	Purpose	Impact Area (sf)	Impact Area (ac)
4	Shell Gas Station 1345 79th Street Cswy	Private	North Bay Village FAA LLC	23-3209-001-0050	License Agreement	Driveway Harmonization	137	0.003
5	Civic Park 7903 East Drive	Public	North Bay Village	23-3209-001-0070	Temporary Construction Easement	Driveway Harmonization	952	0.022
6					Perpetual Easement (Drainage)	Drainage Inlet and Pipe Installation	225	0.005
10	Biscayne Bay (East Bridge)	Public	Florida		Modified Easement	Bridge Construction	1,296	0.030

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
ENRIQUE CROOKS
LICENSE NUMBER: 42528
EAC CONSULTING, INC.
5962 WATERFORD DISTRICT DRIVE, SUITE 410
MIAMI, FL 33126

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 934	MIAMI-DADE	449007-2-52-01

RIGHT OF WAY IMPACTS

SHEET NO.
Plan 3

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

C:\Users\ccuevas\AppData\Local\Bentley\prod\private\ccuevas_eacconsult-pw-01\scarlos.cuevas\Data\3164-PLANROD2.RVT 3/30/2026 12:17:51 PM

Frank Rollason

From: Martinez, Paola <Paola.Martinez@dot.state.fl.us>
Sent: Wednesday, May 20, 2026 8:42 AM
To: Frank Rollason
Cc: Steven Buckland
Subject: RE: [ALERT External Email] Executed NBV Dog Park Easement Agreement Approval
Attachments: DOC051826-05182026133850.pdf

Good morning Frank,

To clarify, this is just a concurrence letter, to ensure the Village understands we will be seeking an acquisition in the future. The actual acquisition of the property will be beginning at a later date.

Additionally, since this is a park, the Village will be compensated for the easement. Our R/W administration office will reach out to you at a later date to discuss the acquisition process and provide any information.

Please let me know if I can proceed with this signed letter.

Regards,

Paola Martinez, P.E.
Project Manager
Consultant Management Office – FDOT District VI
1000 NW 111 Avenue
Miami, Florida 33172
Office: 305-470-5210
Email:paola.martinez@dot.state.fl.us

From: Frank Rollason <VillageManager@nbvillage.com>
Sent: Monday, May 18, 2026 1:48 PM
To: Martinez, Paola <Paola.Martinez@dot.state.fl.us>
Cc: Steven Buckland <SBuckland@nbvillage.com>; Haydee Sera <HSera@wsh-law.com>; Roger Hogg <RHogg@nbvillage.com>; Jane Feary <pwdocuments@nbvillage.com>; Jenice Rosado <JRosado@nbvillage.com>
Subject: Executed NBV Dog Park Easement Agreement Approval
Importance: High

EXTERNAL SENDER: Use caution with links and attachments.

Paola, attached please find the executed requested perpetual easement Agreement on North Bay Village Dog Park. Please forward a copy of the Recorded Easement once available, thanks, Frank.

Docusign Envelope ID: D922FD11-775B-4B66-B7F2-2D33B7C08603

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 N.W. 111 Avenue
Miami, Florida 33172

JARED W. PERDUE, P.E.
SECRETARY

April 23, 2026

Frank Rollason
Village Manager
North Bay Village

Subject: North Bay Village Dog Park: Concurrence on *De Minimis* Impacts
SR 934 / NE 79 Street from W of Pelican Harbor Drive to E of Adventure Avenue
Bridge Replacement Project
FDOT Financial Project ID: 449007-2-32-01
Miami-Dade County, Florida

Dear Mr. Rollason,

The Florida Department of Transportation (FDOT) District 6 is currently in the Design Phase for a bridge replacement project located along SR 934 / NE 79 Street from W of Pelican Harbor Drive to E of Adventure Avenue in Miami-Dade County, Florida. Section 4(f) of the Department of Transportation Act of 1966 (49 U.S.S., Section 303) governs the use of publicly owned parks, recreation areas, wildlife and waterfowl refuges, and public and private historic sites for U.S. Department of Transportation projects. As previously coordinated, there is work being performed outside of FDOT right-of-way within the limits of a North Bay Village owned park, the North Bay Village Dog Park as part of this project (See Attachment A). North Bay Village Dog Park is located immediately north of SR 934 / NE 79 Street and south of East Drive and its amenities include perimeter fencing, trash cans, dog waste stations, shade structures, benches, and drinking-water fountains. The following minor impacts are anticipated within North Bay Village Dog Park:

- A perpetual easement for the construction of a drainage inlet and pipe, including access necessary to support future maintenance by FDOT.
- A temporary construction easement for driveway harmonization at the south end of the park. The area of temporary occupancy will be restored to the condition in which it was originally found.

All work is proposed outside of the portions of the Dog Park that are enclosed by fencing. The proposed work within North Bay Village Dog Park totals 0.027 acre, which is 0.015 acre more than what was proposed during the PD&E Study (0.012 acre).

Based on the limited impacts of the proposed action on the activities, features, and attributes that qualify North Bay Village Dog Park under Section 4(f), it is the opinion of FDOT District Six that the impacts will be *de minimis*. Per 23 CFR, Section 774.17, a *de minimis* impact for parks, recreation areas, and wildlife and waterfowl refuges is defined as a minor use of protected property that will have no adverse effect on the activities, features, or attributes of the Section 4(f) property.

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Per 23 CFR. Section 774.5 and detailed in the FDOT PD&E Manual Part 2 Chapter 7.3.5.1. the public must be given notice and an opportunity to review and provide comment concerning the effects of a project on the protected activities. features. or attributes of affected resources. This opportunity was provided to the public in a newspaper advertisement posted by FDOT on April 5. 2026. with a subsequent 14-day public comment period from April 5 to April 19. 2026. No comments were received from the public during the comment period.

FDOT District Six is seeking concurrence from North Bay Village that the proposed actions to be undertaken will result in *de minimis* impacts to the North Bay Village Dog Park. If you concur with FDOT's assessment of the impacts. then please sign and date the concurrence block at the bottom of this letter and return this copy to me at the address below or by email.

Thank you for your continued support and coordination efforts. Please do not hesitate to call or email me at 305-470-5221 or Steven.James@dot.state.fl.us. Alternatively. you may reach out to the project manager. Paola Martinez. at 305-470-5210 or Paola.Martinez@dot.state.fl.us.

Sincerely.

DocuSigned by:
Steven Craig James
44A2F58851B5476...

Steven Craig James. RLA 1451
District Environmental Manager. FDOT District Six
Florida Department of Transportation. District Six
1000 NW 111th Avenue. Room 6111A
Miami. Florida 33172

Docusign Envelope ID: D922FD11-775B-4B66-B7F2-2D33B7C08603

North Bay Village concurs that the proposed impacts to North Bay Village Dog Park are de minimis in nature and will not adversely affect the attributes, features, or activities of this significant resource.

(Signature) *(Date)*

Frank Rollason
Village Manager
North Bay Village

5/18/2026

cc: Mrs. Paola Martinez, P.E., FDOT Project Manager
Ms. Victoria Vogt, M.S., FDOT Cultural Resource Coordinator
Mr. Enrique "Rick" Crooks, P.E., EAC Consulting

Docusign Envelope ID: D922FD11-775B-4B66-B7F2-2D33B7C08603



ITEM NO. 9.B

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Orlando Rodriguez, Code Enforcement Division Director

SPONSORED BY:

SUBJECT: Code Compliance Report (May 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Recovered $22,637.50 in Code Compliance fines.

PERSONNEL IMPACT
N/A

ATTACHMENTS
March 2026 CM-Code Report.pdf
April 2026 CM-Code Report.pdf
May 2026 CM-Code Report.pdf

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

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

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

	Code	Statistics	Apr-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
7516 W Treasure Drive	Construction Site Maint/ID	Citation	4/1/2026	$500.00			
1601 N Treasure Drive	Fence Mesh	Warning	4/1/2026				
7509 W Treasure Drive	Construction Site Maint	Warning	4/1/2026				
1735 N Treasure Drive	Expired Permits	Citation	4/1/2026	$250.00			
1872 Kennedy Cswy	Noise	Citation	4/2/2026	$500.00			
7721 Beach View Drive	Bulk Trash	Warning	4/2/2026				
1440 S Treasure Drive	Expired Permits	Warning	4/2/2026				
7532 Adventure Ave	Bulk Trash	Warning	4/2/2026				
7545 Hispanola Ave	Trash Violation	Warning	4/2/2026				
1524 Kennedy Cswy	Trash Violation	Warning	4/2/2026				
1660 S Treasure Drive	Noise	Citation	4/3/2026	$500.00			
7545 E Treasure Drive	Minimum Housing	Warning	4/3/2026				
1790 Kennedy Cswy	WWP	Citation	4/3/2026		$250.00		
7920 East Drive #3	Minimum Housing	Warning	4/6/2026				
1801 S Treasure Drive	Bulk Trash	Warning	4/7/2026				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	4/7/2026		$500.00		
7610 Center Bay Drive	Bulk Trash	Warning	4/8/2026				
7513 Adventure Ave	Property Maintenance	Warning	4/8/2026				
23-3209-008-1200	Landscape	Warning	4/8/2026				
7441 Center Bay Drive	Bulk Waste	Warning	4/9/2026				
1701 S Treasure Drive	WWP	Citation	4/9/2026	$250.00			
7530 Miami View Drive	Bulk Trash	Warning	4/9/2026				
7516 W Treasure Drive	Noise	Warning	4/13/2026				
1630 S Treasure Drive	Noise	Warning	4/13/2026				
1801 S Treasure Drive	Trash Violation	Citation	4/13/2026	$200.00			
7524 Bounty Ave	Bulk Trash	Warning	4/14/2026				
1665 Kennedy Cswy	Plastic Straws	Citation	4/14/2026	$100.00			
7920 East Drive	Bulk Trash	Warning	4/14/2026				
1700 Kennedy Cswy #170	Plastic Straws	Citation	4/14/2026	$100.00			
7509 Buccaneer Ave	SWO	Posted	4/14/2026				
7801 Beach View Drive	Bulk Trash	Warning	4/14/2026				
7701 Miami View Drive	Bulk Trash	Warning	4/14/2026				
7537 Mutiny Ave	WWP	Citation	4/14/2026		$250.00		
1790 Kennedy Cswy	WWP	Citation	4/14/2026		$250.00		
7821 Beach View Drive	WWP	Citation	4/15/2026	$250.00			
7711 Miami View Drive	Noise	Warning	4/15/2026				
1660 S Treasure Drive	Construction Site Maint	Warning	4/15/2026				
7731 Miami View Drive	Noise	Warning	4/15/2026				
7721 Coquina Drive	Noise	Warning	4/15/2026				
7701 Coquina Drive	Noise	Warning	4/15/2026				
7531 Coquina Drive	Noise	Warning	4/15/2026				
7531 Coquina Drive	Construction Site Maint/ID	Citation	4/16/2026		$250.00		
7601 E Treasure Dr #2401	Expired Permits	Citation	4/16/2026		$250.00		
7512 Mutiny Ave	Landscape	Warning	4/17/2026				
1721 S Treasure Drive	Landscape	Warning	4/17/2026				
1660 S Treasure Drive	Noise	Citation	4/17/2026		$500.00		
1701 S Treasure Drive	WWP	Citation	4/17/2026		$250.00		
7601 E Treasure Drive	Landscape/Hedges	Warning	4/20/2026				
7927 East Drive	Trash Violation	Warning	4/20/2026				
8000 East Drive	Fence/Mesh Maintenance	Warning	4/20/2026				
7921 East Drive	Bulk Trash	Warning	4/20/2026				
7924 East Drive	Bulk Trash	Warning	4/20/2026				
7509 W Treasure Drive	Noise	Warning	4/20/2026				
1780 Kennedy Cswy	WWP	Citation	4/21/2026		$250.00		
1665 Kennedy Cswy	Property Maintenance	Warning	4/21/2026				
1801 Kennedy Cswy	Bulk Trash	Warning	4/22/2026				
7516 W Treasure Drive	Construction Site Maint	Warning	4/22/2026				
1701 S Treasure Drive	Fence	Warning	4/22/2026				
1735 N Treasure Drive	Expired Permits	Citation	4/24/2026		$250.00		
7517 Bounty Ave	Trash Violation	Warning	4/24/2026				
7552 Hispanola Ave	Bulk Trash	Warning	4/24/2026				
7929 West Drive #402	WWP	Citation	4/27/2026		$250.00		
7821 Beach View Drive	Prohibited Sign	Warning	4/27/2026				
1671 S Treasure Drive	Prohibited Sign	Warning	4/27/2026				
7820 Miami View Drive	Recycling Violation	Tagged	4/28/2026				
7511 Miami View Drive	Recycling Violation	Tagged	4/28/2026				
1660 S Treasure Drive	Landscape	Warning	4/30/2026				
7541 W Treasure Drive	Landscape	Warning	4/30/2026				
7904 West Drive #908	WWP	Citation	4/30/2026	$250.00			

(19) Lien Searches							
				$2,900.00	$3,250.00		

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

	Code	Statistics	May-26	$	$	X	X
Property Address	Violation Type	Action Taken	Date/Month	Amount Cited	Fines Collected	STVR Strike	Total Strikes
1800 Kennedy Cswy	Special Magistrate	Order	5/1/2026		$2,500.00		
1353 Bay Terrace	Noise	Warning	5/1/2026				
7821 Beach View Drive	WWP	Citation	5/4/2026		$250.00		
7556 Bounty Ave	Landscape/Hedges	Warning	5/4/2026				
7533 Bounty Ave	Landscape/Hedges	Warning	5/4/2026				
7536 Adventure Ave	Landscape/Hedges	Warning	5/4/2026				
7504 Adventure Ave	Landscape/Hedges	Warning	5/4/2026				
7516 W Treasure Drive	Construction Site Maint	Warning	5/4/2026				
7513 Adventure Ave	Property Maintenance	Warning	5/4/2026				
1755 Kennedy Cswy	Prohibited Sign	Removed	5/4/2026				
1760 Kennedy Cswy	Prohibited Sign	Removed	5/4/2026				
7701 Coquina Drive	Noise	Warning	5/4/2026				
7552 Mutiny Ave	Trash Violation	Warning	5/5/2026				
1480 S Treasure Drive	Landscape/Hedges	Warning	5/5/2026				
1440 S Treasure Drive	Landscape/Hedges	Warning	5/5/2026				
7531 Coquina Drive	Landscape	Warning	5/5/2026				
1640 N Treasure Drive	Landscape/Hedges	Warning	5/5/2026				
7540 Hispanola Ave	Landscape/Hedges	Warning	5/5/2026				
7545 Mutiny Ave	Landscape/Hedges	Warning	5/5/2026				
7544 Mutiny Ave	Landscape/Hedges	Warning	5/5/2026				
7521 Buccanner Ave	Landscape/Hedges	Warning	5/5/2026				
1770 Kennedy Cswy	WWP	Citation	5/6/2026		$250.00		
1353 Bay Terrace	Noise	Citation	5/6/2026	$250.00			
7904 West Drive #908	WWP	Citation	5/6/2026		$250.00		
1701 N Treasure Drive #1	Landscape/Hedges	Warning	5/6/2026				
1701 N Treasure Drive #6	Landscape/Hedges	Warning	5/6/2026				
1701 N Treasure Drive #7	Landscape/Hedges	Warning	5/6/2026				
7509 Buccaneer Ave	Prohibited Sign	Warning	5/7/2026				
7516 Bounty Ave	Prohibited Sign	Warning	5/7/2026				
1600 N Treasure Drive	Landscape/Hedges	Warning	5/7/2026				
1671 S Treasure Drive	Blocking ROW	Warning	5/8/2026				
1790 Kennedy Cswy #B110	WWP	Citation	5/8/2026	$250.00			
1790 Kennedy Cswy #B110	WWP	Citation	5/11/2026		$250.00		
1701 S Treasure Drive	WWP	Citation	5/11/2026	$250.00			
7516 W Treasure Drive	Fence Mesh	Warning	5/11/2026				
7548 W Treasure Drive	Fence Mesh/Landscape	Warning	5/11/2026				
1700 Kennedy Cswy #CU1	Plastic Straws	Citation	5/12/2026		$100.00		
1353 Bay Terrace	Noise	Citation	5/12/2026		$250.00		
7510 Coquina Drive	Blocking ROW	Warning	5/13/2026				
7513 W Treasure Drive	Expired Permits	Citation	5/13/2026		$250.00		
7800 Beach View Drive	Property Maintenance	Warning	5/14/2026				
1700 Kennedy Cswy	Noise	Warning	5/14/2026				
7510 Coquina Drive	Prohibited Sign	Removed	5/14/2026				
7516 Bounty Ave	Blocking ROW	Warning	5/14/2026				
7509 Buccaneer Ave	Construction Site Maint	Warning	5/14/2026				
7521 Buccaneer Ave	Bulk Trash	Warning	5/14/2026				
7821 Beach View Drive	Noise	Warning	5/15/2026				
7545 Hispanola Ave	Bulk Trash	Warning	5/15/2026				
7441 Miami View Drive	WWP	Citation	5/15/2026	$250.00			
7811 Miami View Drive	Noise	Warning	5/19/2026				
7920 East Drive #5	Expired Permits	Citation	5/19/2026		$250.00		
7927 East Drive	Noise	Citation	5/19/2026		$250.00		
7928 West Drive #510	Special Magistrate	Order	5/19/2026		$5,812.50		
7509 W Treasure Drive	Construction Site Maint	Warning	5/19/2026				
7440 Miami View Drive	Recycling/Bulk Trash	Warning	5/20/2026				
7516 W Treasure Drive	Construction Site Maint/ID	Citation	5/20/2026	$750.00			
1440 S Treasure Drive	Expired Permits	Citation	5/20/2026	$250.00			
7721 Coquina Drive	Blocking ROW	Warning	5/21/2026				
7532 Hispanola Ave	WWP	Citation	5/21/2026		$250.00		
7536 Adventure Ave	Bulk Trash	Warning	5/21/2026				
1701 N Treasure Drive #3	Landscape	Warning	5/21/2026				
1701 N Treasure Drive #5	Landscape	Warning	5/21/2026				
7508 W Treasure Drive	Vacant Lot Fee	Citation	5/22/2026		$250.00		
7929 West Drive #402	Special Magistrate	Order	5/22/2026		$250.00		
1780 Kennedy Cswy	Special Magistrate	Order	5/22/2026		$2,500.00		
1790 Kennedy Cswy	Special Magistrate	Order	5/22/2026		$2,500.00		
1770 Kennedy Cswy	Special Magistrate	Order	5/26/2026		$2,500.00		
1311 Bay Terrace	Recycling Violation	Tagged	5/27/2026				
7400 Miami View Drive	Recycling Violation	Tagged	5/27/2026				
7516 Bounty Ave	Prohibited Signs	Removed	5/27/2026				

7811 Coquina Drive	Landscape	Warning	5/27/2026				
7600 Beach View Drive	Landscape	Warning	5/27/2026				
1510 S Treasure Drive	Landscape	Warning	5/27/2026				
7509 W Treasure Drive	SWO	Posted	5/27/2026				
1510 S Treasure Drive	Landscape	Warning	5/27/2026				
7811 Coquina Drive	Landscape	Warning	5/27/2026				
7600 Beach View Drive	Landscape	Warning	5/27/2026				
7611 Beach View Drive	Landscape	Warning	5/27/2026				
7801 Center Bay Drive	Landscape	Warning	5/28/2026				
7548 W Treasure Drive	Construction Site Maint	Warning	5/28/2026				
1881 Kennedy Cswy	Special Magistrate	Order	5/28/2026		$3,350.00		
7441 Miami View Drive	WWP	Citation	5/28/2026		$250.00		
1800 Kennedy Cswy #301	Special Magistrate	Order	5/29/2026		$375.00		
(11) Lien Searches							
				$2,000.00	$22,637.50		

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

ITEM NO. 9.C

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Ana Gonzalez, Executive Assistant to Chief of Police

SPONSORED BY: NONE

SUBJECT: Traffic Enforcement Report (May 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
NONENONE

PERSONNEL IMPACT
NONE

ATTACHMENTS
Monthly Traffic Report (May 2026).pdf

North Bay Village Police Department
Memorandum

Date: June 1, 2026

To: Assistant Chief, R. Jenkins

From: Lieutenant, Norlan Benitez

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

The following is the Monthly After-Action Report for the Department's continuing traffic educational/enforcement initiative. The information contained herein details the activity for the month of May 2026. The purpose of our traffic safety campaign is to enhance traffic safety in our community and mitigate violations of traffic laws through the apprehension and citation of drivers, public education, and raise awareness of the dangers of aggressive driving, speeding, red-light running, seat belt compliance, bike/pedestrian safety, impaired driving, distracted driving, and general traffic safety. Our Traffic Enforcement Team will continue to monitor all Village-wide traffic-related issues and conduct strategic enforcement, reporting our continuing progress on a monthly basis.

Traffic Enforcement on Kennedy Causeway:

- 307 – Speeding Citations
- 54 – Criminal Citations
- 122 –Moving Violation Citations
- 404 – Non-Moving Citations
- 154 – Warnings

Traffic Enforcement on Harbor Island:

- 0 – Speeding Citation
- 8 – Criminal Citation
- 52 – Moving Violation Citations
- 47– Non-Moving Citations
- 26 – Warnings

Traffic Enforcement on Treasure Island:

- 0 – Speeding Citation
- 12 – Criminal Citations
- 49 – Moving Violation Citations
- 39– Non-Moving Citations
- 25 – Warnings

Traffic Enforcement on North Bay Island:

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

Traffic Enforcement Totals:

- 1094– Citations
- 243–Warnings
- 148– Parking Citations

ITEM NO. 9.D

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Lili Torres, Community Engagement Director

SPONSORED BY: Village Manager, Frank Rollason

SUBJECT: Community Engagement Report (April 2026)

RECOMMENDATION

BACKGROUND AND ANALYSIS
Community Engagement Report (May 2026)

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
None

PERSONNEL IMPACT
NONE

ATTACHMENTS
Community Engagement Report May 2026.pdf

NORTH BAY VILLAGE COMMUNITY ENGAGEMENT REPORT

May 2026

Notable Achievements: Flags on the causeway for notably lower price, gained 200+ followers in the last month alone, executed 6 events, 5 communications videos.

Communications

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

Social Media Reach: Instagram 5,536 followers | Facebook 2,400+ followers | X 1,264 followers | LinkedIn 60,000 impressions

- **Promoted 18+ initiatives** across **5 communication channels**
- **5 newsletters**
- **20 e-blasts**

Events & Programming

May: Planned, managed and executed **4 events.**

Mothers Day, NBVPD Bike Rodeo, NBVPD Hurricane Workshop, Soccer End of Year Event

Recreation Programs

Launch of Tai Chi and North Bay Village Paddle Club

Community Engagement

5 Ad Hoc Brent Walter Latham Community Center Grand Opening Committee Meetings.

1 Resident Services Board Meeting

Hired Events & Programming Coordinator

Monthly Overview

Category	Accomplishments
Communications	18+ campaigns | 20 separate e-blasts/newsletters | 4 videos
Events	6 April events executed
Community Engagement	6 meetings | New Events & Programming Coordinator
Recreational Programs	2 New Recreational Programs

ITEM NO. 10.A

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Village Clerk Report for May 2026

RECOMMENDATION

BACKGROUND AND ANALYSIS

This monthly report is presented to the Village Commission to keep you informed of the activities and responsibilities within the Office of the Village Clerk.

The primary responsibilities of the department include, but are not limited to, Records Management, Administrative processing of agreements, Resolutions and Ordinances, Management and Oversight of the Village Business Tax Receipts, Residents' Board Administration/Support, and the coordination of the General and Special Elections.

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

Public Notices / Agendas

The Village Clerk's Office issued a total of 10 Public Meeting Notices for May 2026. These notices include various types of meetings, including Town Hall, Village Commission Meetings, Workshops, Resident Advisory Boards, Special Magistrate Hearings, Sunshine Meetings and Request for Proposals.

Municode - Village Code - Updates

Completed and Codified Supplement No. 8 to the Unified Land Development Code (ULDC), incorporating Ordinances No. 2025-006, 2025-007, 2025-008, and 2025-009.

Campaign Finance Software - EasyVote

Completed several backend administrative upgrades to the EasyVote Campaign Software portal as part of the election readiness.

2026 Village General Elections
* As of June 22, 2026, the following residents have filed their intent to run for office.

Office of the Mayor
- Rachel Streitfeld

Office of Harbor Island Commissioner
- Jorge Gonzalez
-Zachery Thompson

Office of At-Large Commissioner
-Goran Cuk

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

PERSONNEL IMPACT
None

ATTACHMENTS
PRR Log 2026 - May.pdf

Public Records Request Log - May					
DATE	NAME (REQUESTOR)	DEPARTMENT	REQUESTED INFORMATION	COST	RESPONSE DATE (BUSINESS DAYS) CLOSED / COMPLETED
5/1/2026	Heguel Sarria	Building Village Clerk	Document - Master Permit: Eloquence on the Bay 7928/7930 E Drive	N/A	5/1/2026
5/4/2026	Guy Ramces	Building	Plumbing and Electrical Blue print for 7900 Harbor Island Drive PH 13	N/A	5/27/026
5/5/2026	Cyndi Cruz	Police	Call out and Reports for Jonathan Nunez and Joselyn Turck		
5/5/2026	Nelly	Vivaldo	Incident Report for Odalis Guinerke Aguilar	N/A	5/28/2026
5/5/2026	Buildingpermits@shc	Building	Residential and Commercial Permit Activity 4/1 - 4/30/26	N/A	5/6/2026
5/5/2026	Joe PropertyKey	Code	April Code Enforcement Activity	N/A	5/6/2026
5/6/2026	Jorge Pollo Garcia	Public Works	As Built Drawings for 7700 Center Bay Dr.	N/A	5/12/2026
5/7/2026	Klevi Bejo	Village Clerk	Copy of the AFA/ PFL Contracts	N/A	5/7/2026
5/7/2026	Marthe Saintil	Building	Ble Bay Tower	N/A	5/11/2026
5/7/2026	Fred Cardoso	Building	7517 Hispanola Ave - Records	N/A	5/8/2026
5/11/2026	News Miami Dade	Human Resources	Employee Payroll, Salary, Position, and Personnel Action History (January–April 2026	N/A	Provided a cost estimate 5/26/26
5/12/2026	Darrel McCowan	Building	Islander Club Condo - Copy of elevation certificate		
5/12/2026	Jordan Holder	Building	Copy of the recertification inspection and SIRS on file for 1865 79th St.	N/A	5/13/2026
5/12/2026	Jose Pinto	Building	Permit Card for Elevarot and Electric for 1790 79th St	N/A	5/13/2026
5/13/2026	Daniela Perez	Building	Window and Door permits for 1801 S. Treasure #505	N/A	5/13/2026
5/13/2026	Jennifer Proano	Building	Window and Door permits for 1801 S. Treasure #505	N/A	5/18/2026
5/14/2026	Cindy Cruz	Village Clerk	Jonathan Nunez DOB: 6/28/1994		
5/14/2026	Max Cohen	Utility	Joselyn Turck DOB: 7/16/1996	N/A	5/14/2026
5/14/2026	Dan Cedargale	Police	Address: 7601 East treasure drive Apt 1201 Miami Beach FL, 33141	N/A	5/28/2026
5/14/2026	Max Cohen	Code	List of all active code enforcement liens	N/A	5/14/2026
5/15/2026	Max Cohen	Code	List of all active code enforcement cases.	N/A	5/14/2026
5/15/2026	Max Cohen	Code	List of all active code enforcement cases that have beenb resolved in the last 12 months.	N/A	5/14/2026
5/15/2026	David Perez	Building	List of construction permits inssued in the past two months	N/A	5/18/2026
5/15/2026	Carolina Davis	Village Clerk	List of all condo Associationas	N/A	5/15/2026
5/15/2026	Madison C	Code	NOV, Outstanding fines for 1801 S. Treasure Dr.	N/A	5/20/2026
5/18/2026	Philip Hadjiyerou	Building	Permits for impact windows and door for 1801 South Treasure Dr. #519	N/A	5/20/2026
5/18/2026	Maribel G.	Building	Original plans for 1710 S. Treasure Dr.		
5/21/2026	Sam Gelin	Police	Citation AMQLW		
5/21/2026	Jordan Holder	Building	Recertification Report for 1455N. Treasure Dr	N/A	5/22/2026
5/26/2026	Justin White	Building / Code	1801 S. Treasure Dr. 526 - Open Permits and Violations	N/A	5/27/2026
5/26/026	Jason Apolinario	Village Clerk	Meeting Minutes for 5/28/2015 Commission Meeting	N/A	Record not available.
5/26/027	Jason Apolinario	Village Clerk	Meeting Minutes for 6/9/2015	N/A	Record not available.
5/26/2026	Michael	Building / Village Cle	Site Plan for Tula Residences	N/A	
5/29/2026	Sheila Perez	Police	Morelo-gonzales, Jorge F26009659	N/A	

ITEM NO. 11.A

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

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

RECOMMENDATION

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

BACKGROUND AND ANALYSIS

The proposed Resolution is for the Village Commission to confirm the appointment of Sandra Siefken as the Village Chief Finance Officer.

Section 4.01(G)(2) of the Village Charter provides that the Village Manager will submit appointments of new Department Directors to the Commission for confirmation.

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

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name: Salaries & Benefits
GL Line-Item Number: 001-14-513-1200
Total Budget Allocated: $ 407,069
Encumbered Amount: 0
Amount Required: $78,000 thru September 30, 2026
Funds are covered by Salaries Savings.

PERSONNEL IMPACT
Chief Financial Officer

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

RESOLUTION NO. 2026-_____

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

WHEREAS, the North Bay Village (the "Village") Manager extended an offer letter to Sandra Siefken to serve as the Village's Chief Financial Officer; and

WHEREAS, the Village Manager has recommended appointment of Sandra Siefken as the Village's Chief Financial Officer; and

WHEREAS, Section 4.01(G)(2) of the Village Charter provides that the Village Manager will submit appointments of new department directors to the Commission for confirmation; and

WHEREAS, the Village Commission desires to confirm the appointment of Sandra Siefken to serve as the Village's Chief Financial Officer; and

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

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

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

Section 2. Confirmation. That the Village Commission hereby confirms the appointment of Sandra Siefken to serve as the Village's Chief Financial Officer effective June 12, 2026.

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

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

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

Mayor Rachel Streitfeld ___
Vice Mayor Goran Cuk ___
Commissioner Doris Acosta ___
Commissioner Richard Chervony ___
Commissioner Andy Daro ___

PASSED AND ADOPTED on this 29th day of June, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Village Commission

Rachel Streitfeld, Esq.
Mayor

Goran Cuk
Vice Mayor

Dr. Richard Chervony
Commissioner

Andy Daro
Commissioner

Doris Acosta
Commissioner

Office of the Village Manager
Frank K. Rollason

Village Officials

Frank K. Rollason
Village Manager

Alba L. Chang
Village Clerk

Haydee S. Sera
Village Attorney

May 8, 2026

Sandra Siefken
7910 Harbor Island Drive.
Apt 603
North Bay Village, FL 33141

Re: Offer of Employment

Dear Ms. Siefken:

I am pleased to offer you a formal conditional offer of employment for the **full-time position of Chief Financial Officer** at North Bay Village. This conditional offer of employment shall be contingent upon successfully passing the pre-employment background screening. This is an exempt position with a one (1) year probationary period. The employment offer details are listed below for your review.

Position:	Chief Financial Officer
Reports to:	Jenice Rosado, Deputy Village Manager
Start Date:	June 12, 2026
Salary:	$185,000 annually ($88.94 hourly)
Cell Phone:	Village Issued Phone
Merit/Cost of Living:	As adopted in accordance with other Village Policies / annual budget (Tier 1 Director Benefits)
Retirement:	Florida Retirement System (FRS)
Life Insurance:	$300,000
Health Insurance:	100% Employee Only / 60% Dependent Coverage
Dental Insurance:	100% Employee Only / 60% Dependent Coverage
Vacation Leave:	20 days per year
Sick Leave:	16 days per year
Holidays:	10 Holidays + 3 Personal Days Per Year

Please be advised that nothing herein represents a contract of employment for any specific period of time as employment is "at-will"; compensation/benefit plans and organizational structures are subject to change over time.

We hope you accept our offer. We welcome you aboard to the NBV Team!

Respectfully,

Frank Rollason
Village Manager

Sandra Siefken
Employee Name Employee Signature 5/8/2026 Date

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

SANDRA SIEFKEN

Miami, Florida • (786) 262-9536 • sandrasiefken76@gmail.com

CHIEF FINANCIAL OFFICER | FINANCE DIRECTOR | MUNICIPAL TRANSFORMATION LEADER

Strategic public-sector finance executive with **23+ years of progressive leadership** driving fiscal recovery, audit turnaround, operational modernization, ERP transformation, treasury optimization, payroll governance, utility billing, pension administration, debt management, and organizational restructuring for Florida municipalities.

Recognized for stepping into underperforming finance departments, restoring financial accountability, accelerating audits, strengthening internal controls, implementing automation, and building high-performing teams.

Trusted advisor to Town Managers, elected officials, auditors, attorneys, banks, pension consultants, and executive leadership on financial strategy, compliance, organizational change, and long-term fiscal sustainability.

CORE EXECUTIVE COMPETENCIES

Financial Strategy • Audit Recovery • Budget Development • Treasury Management
ERP Implementation • Internal Controls • Payroll Governance • Utility Billing
Capital Planning • Debt Administration • Pension Administration • Procurement
Organizational Transformation • Executive Reporting • Labor Negotiations

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PROFESSIONAL EXPERIENCE

Finance Director

Town of Surfside | September 2025 – Present

Lead all financial operations for a **$58M+ municipality**, overseeing accounting, treasury, payroll, utility billing, budgeting, procurement, pension administration, financial reporting, compliance, and strategic transformation initiatives.

Selected Achievements

- Successfully completed **FY2024 external audit within six months**, restoring compliance and accountability.
- Established audit recovery roadmap targeting **FY2025 completion by September 2026**.
- Rebuilt bank reconciliation processes after inheriting reconciliations delayed by over one year.
- Implemented remote deposit technology, eliminating armored courier services.
- Decentralized accounts payable operations, increasing accountability and efficiency.
- Implemented utility auto-pay functionality and modernized collections.
- Leading ERP integration between permitting, payment, and financial systems.
- Led restructuring, succession planning, recruitment, and cross-training.

Finance Director

Town of Bay Harbor Islands | 2024 – 2025

Directed financial operations for a **$52M+ municipality**, overseeing budgeting, accounting, treasury, payroll, procurement, utility billing, pension administration, and financial reporting.

Selected Achievements

- Led GFOA Distinguished Budget Presentation Award submission.
- Directed annual audit coordination and implementation of audit recommendations.
- Strengthened internal controls, procurement compliance, and cash handling procedures.
- Led payroll modernization initiatives and enterprise software evaluations.
- Supported long-range financial planning, capital funding, and debt analysis.

Assistant Finance Director

Town of Bay Harbor Islands | 2023 – 2024

- Supported executive oversight of budgeting, accounting, payroll, treasury, utility billing, accounts receivable, and reporting.
- Supported ACFR preparation, audit coordination, and year-end close.
- Improved reporting accuracy, reconciliations, and executive financial analytics.

Controller | Acting CFO | Senior Accountant | Budget & Utility Accountant, Account Clerk

North Bay Village | 2005 – 2023

Promoted through multiple leadership roles over an **18-year tenure** based on performance, technical expertise, and leadership.

Executive Highlights

- Led annual operating and capital budgets.
- Supported financial analysis, compliance, administration, and strategic planning for **$25M+ in municipal debt issuances and refinancings**.
- Oversaw accounting, treasury, grants, purchasing, accounts payable, accounts receivable, and utility billing.
- Managed debt compliance, grant reporting, and capital project financing.
- Developed financial models supporting labor negotiations and executive decision-making.

Assistant to Finance Director

Town of Golden Beach | 2002 – 2005

Supported payroll, procurement, budgeting, HR, audit preparation, internal controls, and purchasing operations.

Administrative Assistant

Florida Equipment & Parts, Inc. | 2000 – 2001

Managed payroll, accounts payable, scheduling, reporting, and executive administrative operations.

EDUCATION & PROFESSIONAL DEVELOPMENT

- Politécnico Grancolombiano — Marketing & Advertising
- Fundación Universidad Jorge Tadeo Lozano — International Business
- Florida International University — Public Administration Leadership Academy
- Radford University — Governmental Accounting Certificate
- University of Pennsylvania — Financial Accounting Certificate
- University of Minnesota — Human Resources Management Certificate

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TECHNOLOGY

Tyler ERP Pro • ADP • Paycom • Cleargov • Microsoft Excel (Advanced)

PROFESSIONAL AFFILIATIONS

Florida Government Finance Officers Association
Government Finance Officers Association
South Florida Finance Officers Association
Secretary, Financial Oversight Board — North Bay Village

ITEM NO. 11.B

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026 TO ALLOCATE FUNDS TO THE VILLAGE HALL PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the budget amendment to allocate funds to the Village Hall Project.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's consideration and approval to properly allocate development-related transactions, such as community contributions, building department fees, and others to the appropriate restricted funds.

Pursuant to §35.21 of the Village Code, the Village's annual budget may be amended from time to time in the following manner:

(A) Minor amendments. Transfers between line items within a departmental budget, or decreases in line items, not amounting to more than 5% of the total budget of each department, may be made by the Village Manager by written statement describing the transfers and the reasons therefore. A copy of such statement shall be filed with the Village Clerk and delivered to the Mayor and each of the Village Commissioners. A copy shall also be posted at a conspicuous place in Village Hall. The transfers shall become effective 14 days after posting, unless within that time, the Mayor or any Village Commissioner shall notify the Village Clerk that they wish the transfer placed upon the Village Commission agenda for consideration by the Village Commission. Any transfer considered by the Commission must be approved by the majority vote of the Commission.

(B) Other amendments. All other budgetary transfers shall be approved by resolution of the Village Commission.
(C) Nothing in this section shall authorize the Village Manager to expend unanticipated revenues which may accrue to the Village during the course of the fiscal year,

The following funds will be designated for the Village Hall Project:

Building Department - $993,040
Transfer from General Fund - $29,823,854

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Building Department - $993,040
Transfer from General Fund - $29,823,854

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution -FY 2025-2026 Budget For Village Hall Project.docx
Exhibit A-Budget Amendment Village Hall.pdf
Capital Expenditure Analysis Building Depart. Cons.Component.pdf
Cost Eligibility Table.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026 TO ALLOCATE FUNDS TO THE VILLAGE HALL PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 29, 2025, the North Bay Village (the "Village") Commission adopted Resolution No. 2025-090 approving the budget for fiscal year 2025-2026 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, for over twenty years, the Village has been preparing to build a new Village Hall and Public Safety Complex Project inclusive of new Miami-Dade County (the "County") Fire Station 27 (the "Project") to be located on Village-owned property located at 1335 79th Street Causeway and upon the parcel immediately adjacent to the west, identified for tax purposes by folio numbers 23-3209-001-0060 and 23-3209-001-0061; and

WHEREAS, on January 29, 2008, the Village's voters authorized the issuance of general obligation bonds to construct the Project with the County, whereby the County would pay for the fire rescue station portion; and

WHEREAS, on September 2, 2008, the County's Board of County Commissioners (the "Board") approved Resolution No. R-927-08 directing the County Mayor or County Mayor's designee to negotiate necessary agreements between the County and the Village regarding the development of the new Station 27 and to identify legally available funds for such project; and

WHEREAS, on July 8, 2020, the Board adopted Resolution No. R-684-20 to approve a Memorandum of Understanding (the "MOU") between the County and the Village to establish the framework for the negotiations between the parties for one or more agreements to govern the funding, design, construction, leasing, maintenance, and operation of the new Station 27; and

WHEREAS, on October 5, 2022, the Village issued Request for Qualifications No. 2022-005 for architectural and engineering design services for the Project; and

WHEREAS, on October 6, 2022, the Board adopted Resolution No. R-951-22 to approve an amendment to the MOU (the "First Amended MOU"); and

WHEREAS, on January 10, 2023, the Village Commission adopted Resolution No. 2023-004 selecting Wannemacher Jensen Architects, Inc. as the most highly qualified firm to provide the Services for the Project; and

WHEREAS, on March 8, 2023, the Village Commission adopted Resolution No. 2023-45 approving an agreement with Wannemacher Jensen Architects, Inc. for architectural and engineering design services for the Project; and

WHEREAS, on March 16, 2023, the Village and Wannemacher Jensen Architects, Inc. entered into a contract for development of the Project; and

WHEREAS, on December 12, 2023, the Village Commission adopted Resolution No. 2023-159 approving a site plan for development of the Project; and

WHEREAS, on June 11, 2024, the Village Commission adopted Resolution No. 2024-065 approving a Development Agreement and Lease with the County relating to the Project; and

WHEREAS, on July 8, 2025, the Village issued Request for Qualifications No. 2025-006 ("RFQ 2025-006") seeking statements of qualification from potential contractors for the construction of the Project; and

WHEREAS, on September 16, 2025, the Village Commission adopted Resolution No. 2025-075 approving a First Amendment to the Development Agreement with the County; and

WHEREAS, on October 21, 2025, the Village Commission adopted Resolution No. 2025-99 selecting various firms (the "Short-Listed Contractors") pursuant to RFQ 2025-006 to participate in the competitive solicitation process for the construction services for the Project; and

WHEREAS, on May 11, 2026, the Village issued Request for Proposals No. 2025-006-02 inviting the Short-Listed Contractors to submit proposals for construction of the Project; and

WHEREAS, on or before August 30, 2026, the Village is required to commence construction of the Project pursuant to the Development Agreement with the County, as amended; and

WHEREAS, before selecting and executing a contract with the Contractor for the Project, pursuant to the Development Agreement with the County, as amended, the Village is further required to provide the County with evidence that it has secured all funds necessary to fund the Total Project Cost (as defined therein) and except for the County Contribution which shall be provided by the County; and

WHEREAS, as part of its municipal functions, and as directed by Section 553.80, Florida Statutes, the Village operates a Building Department to enforce the Florida Building Code within its jurisdictional boundaries (the "Building Division"); and

WHEREAS, in accordance with Section 553.80(7)(a), Florida Statutes, the Village has collected building permit fees that were set based on the total estimated costs of building code enforcement activities; and

WHEREAS, Section 553.80(7), Florida Statutes, limits what can be done with the collected building permit fees, including retaining some as reserves, and applying excess funds to specific activities, including the construction, use, and operation of facilities to house the Village's Building Department; and

WHEREAS, in accordance with Section 553.80(7), Florida Statutes, the Village has accumulated $5,491,856 in excess funds over the last four years; and

WHEREAS, current Village Hall facilities, including the building department, are inadequate; and

WHEREAS, as described above, the Village has been planning for over twenty years to build a new Village Hall, which is to include new building department facilities; and

WHEREAS, the Village is proceeding with Village Hall construction and retained Wannemacher Jensen Architects, Inc. to perform a Project Capital Expenditure Analysis: Building Department Construction Component (attached hereto as Exhibit "A") (the "Study") to analyze the portion of Village Hall construction and expenses related to the building department; and

WHEREAS, the Study supports the allocation of $993,040 of building department excess funds towards the Project; and

WHEREAS, in 2026, the legislature adopted Senate Bill 1614 ("SB 1614") which deletes the allowance under Section 553.80(7) for excess funds to be applied for new facilities to house the Building Division; and

WHEREAS, on June 11, 2026, the Governor executed SB 1614, which will become effective July 1, 2026; and

WHEREAS, under *Fox One, LLC v. City of Miami*, 425 So.3d 1139 (3rd DCA 2026), the Court of Appeal determined that the law in place at the time of disposition of building permit fee surpluses, rather than the law in place at the time the surpluses were collected, is applicable to the use of building permit fee excess funds; and

WHEREAS, the conservative approach to SB 1614 is therefore to reallocate eligible excess building funds to the Project prior to July 1, 2026, or the Village risks losing the ability to use the building permit fee excess funds for construction of Village Hall as originally contemplated; and

WHEREAS, the Village Commission finds it in the best interest of the Village to appropriate $993,040 in building department excess funds for the continued development and completion of the Project; and

WHEREAS, in addition, the Village has determined that a transfer from the General Fund in the amount of $29,823,854 is necessary to support the Project; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein; and

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

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

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

Section 2. **Amending Budget.** That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

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

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

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

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

PASSED AND ADOPTED on this 29th day of June, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Budget Amendment Form

Department	GENERAL FUND & BUILDING DEPT	Date	6/25/2026
Fund(s) to be changed:			

GL Account	GL Line Item	Transfer to:	Transfer from:
325-00-381-3801	Transfer In - from General Fund	$ 29,823,854.00	
001-19-519-9125	Transfer Out - to Capital Projects-Village Hall		$ 29,823,854.00
111-25-524-9125	Transfer Out - to Capital Projects Village Hall	$ 993,040.00	
325-00-381-3811	Transfer In - from Building Fund		$ 993,040.00
TOTAL (Columns must be equal)		$ 30,816,894.00	$ 30,816,894.00

Description:

To record development related transactions from general fund & Building fund that were designated for the Village Hall, Police & Fire Facility.

Department Director: For Leiken Cabrera Date: 6/22/26

Chief Financial Officer: Date: 6/22/26

Village Manager: Date: 6/22/26

Mayte Gamiotea

From: Frank Rollason
Sent: Thursday, May 21, 2026 10:08 AM
To: Mayte Gamiotea
Cc: Jenice Rosado
Subject: Move $$ from Gen Fund into Village Hall Restricted Account

Mayte, good morning, Please move an additional amount of $21,969,854.00 from the General Fund Bank Account into the Village Hall Construction Restricted Account.

TOTAL AMOUNT TO SATISFY COUNTY PER AGREEMENT: $30,223,854.00
AMOUNT CURRENTLY IN THE RESTRICTED ACCOUNT: 8,254,000.00
BALANCE DUE: $21,969,854.00

Please provide a copy of the bank statement reflecting the total restricted once the transaction is completed, thanks, Frank.

Wannemacher Jensen
Architects, Inc.

MEMORANDUM

TO: Frank Rollason - Village Manager North Bay Village

FROM: Natalia Livian – WJ Architects

DATE: May 18, 2026

RE: North Bay Village Hall & Public Safety Complex - Project Capital Expenditure Analysis: Building Department Construction Component

STATUTORY REFERENCE: Florida Statute §553.80(7) – Building Permit Fee Revenue Utilization

1. Executive Summary

This report identifies the specific construction and soft costs for the Building Department component of the municipal project. Per recent legislative updates to Florida Statute §553.80, North Bay Village is authorized to utilize excess building permit fee revenue to fund the construction and professional services for facilities dedicated to enforcing the Florida Building Code. This analysis provides the necessary fiscal documentation to justify the allocation of $993,040 in restricted funds.

2. Statutory Compliance & Funding Strategy

Under current Florida law, permit fee revenues must be used solely for enforcing the Florida Building Code.

- The "Use It or Lose It" Provision: Municipalities are prohibited from carrying forward surpluses exceeding their 4-year average operating budget. Utilizing these funds for the Building Department footprint protects the General Fund while ensuring compliance with state-mandated surplus limits.
- Exclusions: This analysis strictly partitions "Building Department" costs from ineligible "Code Enforcement" and "Planning & Zoning" functions.
- The Building Department’s enforcement fleet and staff require five (5) dedicated, secure parking stalls within the CIP structure to ensure rapid response for field inspections. Representing 5.56% of the garage’s total capacity, the construction cost of these stalls is categorized as a direct support expense for the enforcement agency under F.S. §553.80."

3. Allocation Methodology

To maintain a clean audit trail, this report utilizes a dual-denominator approach:

- Net Occupiable Basis (2.00%): Applied to interior fit-outs, shared lobbies, and HVAC systems serving the 58,850 SF of conditioned space.
- Gross Building Basis (0.91%): Applied to the foundation and piling systems supporting the entire 129,465 SF structure. This conservative approach prevents over-allocation to non-habitable parking areas.
- Space-Count Ratio (5.56%): For the Poured-in-Place garage structure. This factor is derived from the five (5) dedicated, exclusive-use parking stalls allocated to the Building Department enforcement fleet, divided by the total facility capacity of ninety (90) stalls.

4. 2026 Construction Cost Modeling (Hard Costs)

Hard costs reflect the 2026 South Florida market for a complex Poured-in-Place (CIP) reinforced concrete structure.

- Direct Interior Build-out: $229,710 (100% Eligible)
- Pro-Rata Structural & MEP: Includes the Department's share of the foundation, hurricane-rated shell, and high-efficiency HVAC systems.

5. Eligible Soft Cost Categories

Pursuant to F.S. §553.80(7)(a), "indirect costs" including professional services are eligible for funding. This report identifies a 2.00% recovery rate for the following categories:

- **Architectural & Engineering (A&E) Fees**: Design and engineering for structural and MEP systems.
- **Mandatory Threshold Inspections:** State-required structural inspections for high-occupancy buildings.
- **Project Management:** Administrative oversight directly related to the code enforcement facility.
- **Permit Expediting & Plan Coordination:** Professional services associated with routing and tracking building permit applications through the agency review process.

6. Operational Compliance & Asset Labeling

To ensure the defensibility of the **$345,229** structural allocation for parking, the following compliance protocols must be implemented during the construction phase:

- **Construction Documents:** The Architect of Record shall explicitly label the five (5) dedicated stalls on the Site Plan and Floor Plans as: *"RESERVED: BUILDING DEPT. OFFICIAL USE ONLY."*
- **Physical Signage:** Permanent, wall-mounted or bollard-mounted signage shall be installed at each of the five dedicated stalls prior to final building inspection.

- **Asset Management:** The Village shall record these stalls as restricted assets of the Building Department to prevent "commingling" of general public parking with permit-fee-funded infrastructure.

7. Conclusion

The identified total of $993,040 represents a legally defensible target for permit fund utilization. This allocation ensures that the permit fund bears only its proportionate share of the total project cost, adhering to recognized municipal accounting practices and Florida Building Code enforcement mandates.

Project Capital Expenditure Analysis: Building Department Construction Component

Component	Category	Qty / SF	Unit Cost	Total Est. Cost	Eligibility %	Eligible Amount
Bldg. Dept. Interior*	Hard Cost	1,178	$195.00	$229,710	100%	**$229,710**
CIP Structural (Occupied)*	Hard Cost	58,850	$115.00	$6,767,750	2.00%	**$135,355**
CIP Structural (Garage)*	Hard Cost	70,615	$88.00	$6,214,120	5.56%	**$345,229**
Foundation/Piling*	Hard Cost	129,465	$25.00	$3,236,625	0.91%	**$29,453**
Mechanical (HVAC)**	Hard Cost	Lump Sum	--	$2,250,540	2.98%	**$67,066**
Electrical / IT Main**	Hard Cost	Lump Sum	--	$5,284,599	2.00%	**$105,692**
Shared Lobby / Stairs*	Hard Cost	1,334	$210.00	$280,140	2.00%	**$5,603**
A&E Design Fees***	Soft Cost	Lump Sum	--	$3,359,385	2.00%	**$67,188**
Threshold Inspections***	Soft Cost	Lump Sum	--	$113,770	2.00%	**$2,275**
Admin / PM Fees (EXP)******	Soft Cost	Lump Sum	--	$207,205	2.00%	**$4,144**
Plans Runner Services (CLUE)******	Soft Cost	Lump Sum	--	$66,240	2.00%	**$1,325**
GRAND TOTAL	--	--	--	**$28,010,084**	--	**$993,040**

Notes:

* Using South FL Market Rate Unit cost (Q2 2026)

** As per last Cost Estimate dated 09/12/2024 (Excludes added level)

*** As per Latest Invoice (April 2026)

**** Provided by Owner

Metric Description	Calculation (Formula)	Resulting %
Interior Pro-Rata (NOA)	1,178 SF / 58,850 SF	**2.00%**
Structural Footprint (GBA)	1,178 SF / 129,465 SF	**0.91%**
Dedicated Parking Ratio	5 Spaces / 90 Spaces	**5.56%**

Project Capital Expenditure Analysis: Building Department Construction Component

Component	Category	Qty / SF	Unit Cost	Total Est. Cost	Eligibility %	Eligible Amount
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A&E Design Fees***	Soft Cost	Lump Sum	--	$3,359,385	2.00%	**$67,188**
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Plans Runner Services (CLUE)*******	Soft Cost	Lump Sum	--	$66,240	2.00%	**$1,325**
GRAND TOTAL	--	--	--	**$28,010,084**	--	**$993,040**

Notes:

* Using South FL Market Rate Unit cost (Q2 2026)

** As per last Cost Estimate dated 09/12/2024 (Excludes added level)

*** As per Latest Invoice (April 2026)

**** Provided by Owner

Metric Description	Calculation (Formula)	Resulting %
Interior Pro-Rata (NOA)	1,178 SF / 58,850 SF	**2.00%**
Structural Footprint (GBA)	1,178 SF / 129,465 SF	**0.91%**
Dedicated Parking Ratio	5 Spaces / 90 Spaces	**5.56%**

ITEM NO. 11.C

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Jenice Rosado, Human Resources Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROGRAM SERVICES AGREEMENT WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. D/B/A YMCA OF SOUTH FLORIDA FOR AFTERSCHOOL PROGRAMMING; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON (DEPUTY VILLAGE MANAGER / HUMAN RESOURCES DIRECTOR, JENICE ROSADO)**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed amendment to the Village's existing agreement with the YMCA to incorporate the additional scope of work for after-school care services.

BACKGROUND AND ANALYSIS

The proposed Resolution requests that the Village Commission approve Amendment No.1 to the Professional Service Agreement with the YMCA of South Florida, Inc., for the Village's Youth Programming.

In early 2025, the Village Commission adopted Resolutions No. 2025-022 and 2025-037, which approved an Agreement with the YMCA for the Village Youth Programming for Summer and Recess camps.

As part of its ongoing partnership with the Village, the YMCA has proposed expanding its services to include an after-school program beginning in August 2026. The program will provide 30 after-school care slots for North Bay Village children at no additional cost to the Village. The YMCA will utilize approximately $57,000 in funding received from The Children's Trust to support the program.

The addition of After-school care services will offer affordable programming for participating families. Monthly fees will be $170 per child for North Bay Village residents and $360 per child for non-residents and Treasure Island Elementary School (TIES) students. Enrollment priority will be given first to Village residents and then to TIES students. The YMCA has indicated that, should the program demonstrate strong community demand, it will pursue additional funding from The Children's Trust to potentially expand services in subsequent years.

To facilitate the implementation of this after-school program, It is recommended that the Village Commission approve the proposed amendment to the Village's existing agreement with the YMCA to incorporate the additional scope of work for after-school care services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
There is no financial impact.

The additional services will be funded by the YMCA in conjunction with $57,000 from the Children's Trust.

PERSONNEL IMPACT
YMCA Staff

ATTACHMENTS
Resolution - Amendment YMCA PSA Afterschool Services.DOCX
Exhibit A- YMCA PSA Afterschool Services.DOCX.docx
YMCA of South Florida.pdf
Letter - NBV TCT Expansion - 05.14.26.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROGRAM SERVICES AGREEMENT WITH THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. D/B/A YMCA OF SOUTH FLORIDA FOR AFTERSCHOOL PROGRAMMING; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 18, 2025, North Bay Village (the "Village") Commission adopted Resolution No. 2025-022 approving a Program Services Agreement (the "Agreement") with the Young Men's Christian Association of South Florida, Inc. D/B/A YMCA of South Florida (the "YMCA") for children's summer and recess camps, teacher planning, day care, family engagement programming, and related activities (the "Programs") at Treasure Island Elementary School ("TIES"); and

WHEREAS, due to the success of the Programs and subsequent high demand**,** on May 20, 2025, the Village Commission adopted Resolution No. 2025-037 allocating $30,560 of additional funding for the Programs; and

WHEREAS, beginning August 15, 2026, the YMCA has offered to provide reduced-cost afterschool programming for up to thirty (30) eligible participants at the Brent W. Latham Community Center for the 2026-2027 school year (the "Afterschool Program"); and

WHEREAS, the Afterschool Program will be open to both resident and non-resident participants, with different resident and non-resident rates, and will be provided at no additional cost to the Village; and

WHEREAS, the Village and the YMCA have agreed on the terms of the First Amendment to the Agreement, in substantially the form attached hereto as Exhibit "A" (the "First Amendment"), for the Afterschool Program; and

WHEREAS, the Village Commission wishes to approve the First Amendment for the Afterschool Program and authorize the Village Manager to execute the First Amendment in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the Village Commission finds that this Resolution is in the best interest

and welfare of the residents of the Village.

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

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

Section 2. Approval. That the Village Commission hereby approves the First Amendment with the YMCA.

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the First Amendment, in substantially the form attached hereto as Exhibit "A."

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

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

FIRST AMENDMENT TO
PROGRAM SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC.
D/B/A YMCA OF SOUTH FLORIDA

THIS FIRST AMENDMENT to the **PROGRAM SERVICES AGREEMENT** (the "First Amendment") is entered into as of the ___ day of _____, 2026 (the "Effective Date of First Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and the **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC. D/B/A YMCA OF SOUTH FLORIDA**, a Florida Not For Profit Corporation (hereinafter, the "YMCA"). Collectively, the Village and the YMCA are referred to as the "Parties."

WHEREAS, on February 18, 2025, the Village Commission adopted Resolution No. 2025-022 approving a Program Services Agreement (the "Agreement") with the YMCA for children's summer and recess camps, teacher planning, day care, family engagement programming, and related activities (the "Programs") at Treasure Island Elementary School ("TIES"), and executed the Agreement on April 4, 2026; and

WHEREAS, due to the success of the Programs and subsequent high demand, on May 20, 2025, the Village Commission adopted Resolution No. 2025-037 allocating $30,560 of additional funding for the Programs; and

WHEREAS, beginning August 15, 2026, the YMCA has offered to provide reduced-cost afterschool programming for up to thirty (30) eligible participants, at the Brent W. Latham Community Center (the "Afterschool Program"); and

WHEREAS, the Afterschool Program will be open to both resident and non-resident participants, with different resident and non-resident rates, and will be provided at no additional cost to the Village; and

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

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

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

2. **Amendment of Paragraph 1 of the Agreement.** Paragraph 1 of the

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

Agreement is hereby amended as follows:

1.1 YMCA shall provide the Services set forth in Exhibit "A" (Day Camp & Family Recreation Programs) and Exhibit "A-1" (Afterschool Program) attached hereto and incorporated herein by reference (the "Services"). The Afterschool Program services described in Exhibit "A-1" shall be provided at no additional cost to the Village.

3. **Amendment of Paragraph 29 of the Agreement.** Paragraph 29 of the Agreement is deleted in its entirety and replaced as follows:

29. Background Checks. ~~Prior to the execution of this Agreement, the YMCA shall furnish the Village with documentation confirming that all YMCA officials, agents, employees and subcontractors providing Services under this Agreement have successfully completed the required background screenings. These scrennings must comply with the screening standards set forth by North Bay Village, the Florida Department of Children and Families (DCF) Level II background screening requirements as defined in Section 435.04, Florida Statutes, and the background check requirements established by Miami-Dade County Public Schools (MDCPS), including compliance with the Jessica Lunsford Act under Sections 1012.32, 1012.465, and 435.04, Florida Statutes. In accordance with the Jessica Lunsford Act, the YMCA agrees that all individuals who provide or may provide services under this Agreement will have completed the required Level II background screenigns prior to performing any work. The YMCA shall bear all costs associated with acquiring these background screenings.~~

29.1. Prior to commencing Services, the YMCA agrees that the YMCA and all of its respective employees, agents, contractors, and subcontractors who provide or may provide Services under this Agreement will complete criminal history checks, and all background screening requirements, including Level 2 screening requirements in accordance with the requirements of Sections 1012.465, 1012.32, and 1012.467, Florida Statutes, and School Board of Miami-Dade County ("School Board") Policies 6320 and 8475, as amended from time to time.

29.2. Additionally, the YMCA agrees that each of the YMCA's employees, representatives, agents, subcontractors or suppliers who are permitted access on Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, FL ("School") and/or the School playfield area, tennis courts, basketball courts, and the parking lot located on the southwest portion of the School (collectively the "School Facilities"), when students are present, who have direct contact with students or who have access to or control of School funds must meet Level 2 screening requirements as described in the above-referenced Statutes and School Board Policies.

29.3. Pursuant to the amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. The provisions of § 1012.467, Fla. Stat. incorporated herein by reference, and any provisions of this Agreement that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said Statute.

29.4. A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The YMCA acknowledges and agrees that the School Board must provide clearance for such individuals, and upon obtaining clearance from the School Board, if School Board deems necessary, School Board will issue a photo identification badge which shall be worn by the individual at all times while on the School Facilities when students are present.

29.5. The YMCA agrees to bear any and all costs associated with acquiring the required background screening, including any costs associated with fingerprinting and obtaining the required photo identification badge from the School Board.

29.6. The YMCA agrees to require all its affected employees, representatives, agents, subcontractors or suppliers to sign a statement, as a condition of performing Services under this Agreement, agreeing that the individual will abide by the heretofore described background screening requirements, and also agreeing that the individual will notify the YMCA of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within forty-eight (48) hours of its occurrence.

29.7. The YMCA agrees to provide the Village with a list of all of YMCA's personnel who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. The YMCA agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards.

29.8. The YMCA further agrees to notify the Village immediately upon becoming aware that one of its personnel who was previously certified as completing the background check and meeting the statutory standards is

subsequently arrested or convicted of any disqualifying offense. Failure by the YMCA to notify the Village of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for the Village, at its sole option, to place the YMCA in default. YMCA shall maintain the results of said background checks and level II screening requirements and shall make them available to the Village Manager upon request.

29.9. Failure to comply with this Section shall constitute a material breach of this Agreement entitling the Village to immediate termination.

4. **Amendment of Paragraph 32 of the Agreement.** Paragraph 32 of the Agreement is deleted in its entirety and replaced as follows:

32. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

32.1. First Priority: Base Agreement;

32.2. Second Priority: Exhibit A – Proposal for Day Camp & Family Recreation Programs;

32.3Third Priority: Exhibit A-1 – Proposal for Afterschool Program

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

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

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

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

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

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Frank Rollason, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

YMCA

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:

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

With a copy to:

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

EXHIBIT A-1
AFTERSCHOOL PROGRAM SERVICES

1. **Afterschool Services Term.** The Afterschool Services shall be offered during the 2026-2027 program year, beginning on or about August 13, 2026, or on the first approved school day of after-school service for the approved program site, and continuing through June 3, 2027, unless earlier terminated in accordance with the Agreement. To the extent the Afterschool Services extend beyond May 31, 2027, the term of the Agreement is extended solely as necessary for the provision, wind-down, reporting, record retention, and closeout of the Afterschool Services, and not for any other Services, unless the Parties execute a separate written extension or renewal.

2. **Funding; Compensation; Participant Fees.**
    a. **Children's Trust-Supported Allocation.** Subject to continued availability of applicable Children's Trust-supported program funding and applicable funder requirements, YMCA shall allocate reduced-cost Afterschool Services for up to thirty (30) North Bay Village children during the 2026-2027 program year.
    b. **No Additional Village Compensation.** The Village shall not be obligated to pay any additional compensation to YMCA for the Afterschool Services under this Agreement. The annual not-to-exceed amount set forth in Section 3.1 of the Agreement shall remain applicable to the Services originally described in the Agreement and Exhibit A and shall not be increased by the Afterschool Services. Participant fees for the Afterschool Services shall be established as set forth in this Agreement and may be collected and administered by the YMCA or the Village, through a mutually approved registration and payment platform.
    c. **Participant Fees.** YMCA may charge participating families the following monthly fees for Afterschool Services: One Hundred Seventy Dollars ($170.00) per month for North Bay Village resident participants and Three Hundred Sixty Dollars ($360.00) per month for non-resident participants. Participant fees shall be paid directly to YMCA or the Village and shall be governed by YMCA's registration, payment, refund, collection, late pick-up, and parent handbook policies, to the extent such policies are not inconsistent with this Agreement or applicable funder requirements. The monthly resident and non-resident rates stated in this section may not be increased during the Afterschool Services term without written approval by the Parties, except to the extent required by applicable law or funder requirements.
    d. **Resident and Non-Resident Status.** For fee purposes, a North Bay Village resident participant means a participant whose parent or legal guardian provides documentation reasonably acceptable to YMCA that the participant resides in North Bay Village. Any participant who does not qualify as a North Bay Village resident participant shall be treated as a non-resident participant for fee purposes.

e. **Additional Participants or Capacity.** If demand exceeds available capacity, YMCA shall notify the Village in writing. YMCA shall have no obligation to add participants beyond available staffing, licensing, facility, safety, or funding capacity. Any expansion requiring Village funding, additional Village facility commitments, transportation, or other material changes must be approved in writing by the Parties before implementation.

f. **Credits.** Sections 3.3 and 3.4 of the Agreement shall not apply to Afterschool Services unless the Village separately pays YMCA for specific Afterschool Services slots. If the Village separately funds after-school slots in the future, any crediting methodology shall be set forth in the written funding approval for those slots.

3. **Enrollment and Registration.** Enrollment in the Afterschool Services shall be subject to available capacity, staffing levels, licensing requirements, safety considerations, site requirements, applicable law, applicable funder requirements, and YMCA program requirements. Registration for the Afterschool Services may be administered by the YMCA or the Village, through a mutually approved registration platform. The YMCA may require, and the Village may collect on behalf of the YMCA if applicable, such forms, documentation, and information as are reasonably necessary to administer the Afterschool Services, including but not limited to proof of residency, school enrollment information, age or grade verification, parent or guardian authorization, emergency contact information, authorized pick-up information, health information, liability waivers, payment information, and any other documentation required by YMCA, the Florida Department of Children and Families, The Children's Trust, the program site, or any other applicable governmental or regulatory authority.

4. **Enrollment Priority.** Enrollment in the Afterschool Services shall be subject to available capacity, staffing levels, licensing requirements, safety considerations, site requirements, applicable law, applicable funder requirements, and YMCA program requirements. To the extent permitted by applicable law and applicable funder requirements, the Parties may administer outreach, recruitment, registration periods, and waitlist procedures in a manner intended to support North Bay Village families and students attending Treasure Island Elementary School. Such procedures may include priority consideration for eligible North Bay Village resident participants, followed by eligible students attending Treasure Island Elementary School, whether resident or non-resident, and then other eligible participants on a space-available basis. Nothing herein shall be construed to require YMCA to exclude an otherwise eligible participant in a manner inconsistent with applicable funder requirements or to enroll participants beyond approved capacity.

5. **Program Location; Village Facility Access.** The Afterschool Services shall be held at the Brent W. Latham Community Center, unless the Parties approve a different or additional location in writing. Section 5 of the Agreement shall apply to the Afterschool Services. The Village shall reasonably provide or cause to be provided non-exclusive access to the approved program location during scheduled

program hours and reasonable set-up and closeout periods, including, as applicable and subject to site approval, access to indoor program space, restrooms, outdoor activity areas, dismissal and pick-up areas, storage, utilities, emergency access, and other site resources reasonably necessary for after-school operations. YMCA shall not be required to commence Afterschool Services until all necessary site approvals, licenses, permits, staffing, and access arrangements have been obtained.

6. **Participant Arrival; Walking Escort; No Motorized Transportation.** The Parties acknowledge that the approved program location is the Brent W. Latham Community Center and that Treasure Island Elementary School is adjacent to the approved program location. Accordingly, the Afterschool Services do not include bus, shuttle, van, private vehicle, or other motorized transportation. Subject to all required school, site, licensing, staffing, insurance, parent or guardian authorization, and safety approvals and procedures, YMCA may coordinate for participants released from Treasure Island Elementary School to be escorted by authorized YMCA staff or other approved personnel along an approved walking route to the Brent W. Latham Community Center. The Parties shall coordinate in good faith regarding participant release, attendance reconciliation, supervision during the walking transition, emergency procedures, and dismissal and pick-up procedures. Transportation or escort services from any other school, residence, or location are not included unless separately approved in writing by the Parties.

7. **YMCA Responsibilities; Program Operations.** YMCA shall operate the Afterschool Services in a safe, structured, inclusive, and supportive manner and in compliance with the Agreement, applicable law, applicable licensing requirements, applicable Children's Trust requirements, and YMCA policies and procedures. YMCA shall retain day-to-day operational discretion for the Afterschool Services, including staffing, curriculum, registration, participant grouping, activity schedules, discipline, pick-up procedures, emergency procedures, and family communications, subject to the Agreement and reasonable coordination with the Village.

8. **Program Reporting.** YMCA shall provide the Village with periodic program updates for the Afterschool Services, not less frequently than monthly during active program months, unless the Parties agree otherwise in writing. Such updates shall include, to the extent reasonably available and permitted by law and funder requirements, aggregate enrollment, attendance, resident and non-resident participation, supported slot utilization, general program activities, staffing status, and notable operational issues. YMCA shall not be required to disclose confidential participant information except as permitted or required by law, funder requirements, parent or guardian consent, or the Agreement.

9. **Field Trips; Non-School Days.** Field trips, teacher planning days, school break camps, non-school day care, and services beyond the stated schedule are not included within the Afterschool Services unless expressly approved in writing by

the Parties and supported by all required funding, staffing, insurance, licensing, transportation, site, and parent or guardian approvals. Any such additional services shall be governed by the Agreement and any separate written terms approved by the Parties.

10. **Marketing and Community Outreach.** YMCA may describe the Afterschool Services as Children's Trust-supported after-school programming for North Bay Village families and as available to non-resident participants, subject to applicable funder branding requirements. The Parties shall coordinate in good faith regarding outreach to families.

11. **Changes in Funding, Site Availability, or Legal Requirements.** If Children's Trust-supported funding is reduced, suspended, terminated, delayed, or conditioned in a manner that materially affects the Afterschool Services, or if the approved program site becomes unavailable or unable to support the Afterschool Services, YMCA shall promptly notify the Village. The Parties shall confer in good faith to determine whether to modify, suspend, reduce, relocate, or terminate the Afterschool Services. YMCA shall not be required to continue reduced-cost Afterschool Services beyond available funding or in violation of applicable law, licensing, funder requirements, or site requirements.

Item	Description
Program Name	Aftercare Program
Eligible Participants	School-age children in grades K-5. Enrollment is open to eligible participants subject to available capacity, age and grade eligibility, staffing, licensing requirements, safety considerations, site requirements, applicable law, applicable funder requirements, and YMCA registration requirements. The Parties acknowledge that the Afterschool Services are being established to support North Bay Village families and children attending Treasure Island Elementary School. Accordingly, the YMCA shall use reasonable efforts to prioritize outreach, recruitment, and enrollment opportunities for North Bay Village families. The Children's Trust-supported allocation is intended to help reduce the cost of participation for up to thirty (30) eligible participants during the 2026-2027 program year, consistent with applicable funder requirements.
Program Schedule	Monday through Friday during the regular school year, from school dismissal to 6:00 p.m., for up to one hundred eighty (180) school days. The program will not operate on days when the approved site is closed, during school closures, holidays, emergency closures, teacher planning days, school breaks, or other non-school days unless separately approved in writing.

Item	Description
Program Year	2026-2027 program year, beginning on or about August 13, 2026, or on the first approved school day of after-school service for the approved program site, and continuing through June 3, 2027, unless earlier terminated in accordance with the Agreement.
Location	Brent W. Latham Community Center, unless a different or additional location is approved in writing by the Parties and all required approvals are obtained.
Core Services	A safe, structured, and supportive after-school environment that may include academic support, homework support, literacy support, health and wellness activities, arts and culture, STEM and outdoor learning, youth voice and choice, physical activity, social-emotional learning, and supervised indoor and outdoor play.
Funding and Fees	Participant Fees. Monthly participant fees shall be One Hundred Seventy Dollars ($170.00) for North Bay Village resident participants and Three Hundred Sixty Dollars ($360.00) for non-resident participants. Participant fees may be collected and administered by the YMCA or the Village, through a mutually approved registration and payment platform. No additional compensation shall be due from the Village to the YMCA under this Agreement.
Registration and Family Requirements	Registration for the Afterschool Services may be administered by the YMCA or the Village through another mutually approved registration platform. Parents or legal guardians shall complete all forms and provide all information reasonably required by YMCA, applicable funders, licensing authorities, or the program site.
Staffing and Supervision	YMCA will provide qualified staff and supervision in accordance with applicable law, licensing, funder requirements, site requirements, and YMCA policies. Staff shall complete applicable background screenings and training before providing services to children.
Facility Access	The Village shall reasonably provide or cause to be provided non-exclusive access to the Brent W. Latham Community Center during scheduled program hours and reasonable set-up and closeout periods, subject to all required approvals and site requirements.

Item	Description
Participant Arrival and Walking Escort	The Afterschool Services do not include bus, shuttle, van, private vehicle, or other motorized transportation. Because Treasure Island Elementary School is adjacent to the Brent W. Latham Community Center, participants released from that school may be escorted by authorized YMCA staff or other approved personnel along an approved walking route to the program location, subject to all required school, site, licensing, staffing, insurance, parent or guardian authorization, and safety approvals and procedures. Participants not released from Treasure Island Elementary School must be dropped off or otherwise arrive in accordance with YMCA-approved procedures.
Reporting	YMCA will provide periodic aggregate reports to the Village regarding enrollment, attendance, resident and non-resident participation, supported slot utilization, general program activities, staffing status, and notable operational matters, subject to applicable confidentiality and funder requirements.
Exclusions	Bus, shuttle, van, private vehicle, or other motorized transportation; transportation or escort services from any school, residence, or location other than Treasure Island Elementary School unless separately approved in writing by the Parties; field trips; teacher planning days; school break camps; non-school day care; and services beyond the stated schedule are excluded unless separately approved in writing by the Parties.

PROGRAM SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC D/B/A YMCA OF SOUTH FLORIDA

THIS PROGRAM SERVICES AGREEMENT (this "Agreement") is made effective as of the 4th day of April, 2025 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC D/B/A YMCA OF SOUTH FLORIDA** (hereinafter, the "YMCA").

WHEREAS, the Village desires to provide recreational programs within the Village (the "Programs"); and

WHEREAS, the YMCA will provide the Programs on behalf of the Village, all as further set forth in Exhibit A, attached hereto (the "Services"); and

WHEREAS, the Village and YMCA, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the YMCA to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the YMCA agree as follows:

1. **Scope of Services.**

   1.1. YMCA shall provide the Services set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services").

   1.2. YMCA shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. **Term/Commencement Date.**

   2.1. The term of this Agreement shall be from the Effective Date through May 31, 2027, unless earlier terminated in accordance with Paragraph 8. The Village reserves the right to extend this Agreement for two (2) additional one (1) year terms, provided that all terms, conditions, and specifications outlined herein remain unchanged, and any extension is mutually agreed upon in writing and signed by both Parties.

2.2. YMCA agrees that time is of the essence and YMCA shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by YMCA shall be in accordance with the Proposal attached hereto as Exhibit "A," in an amount not to exceed $164,200 annually. The YMCA shall be compensated through two (2) annual lump sum payments, with credits calculated as necessary based on actual enrollment, staffing requirements, and event costs,

3.1.1. **First Lump Sum Invoice – May 15:** The YMCA shall submit the first invoice on or before May 15 in the amount of $97,200 for the Summer Camp (four (4) sessions) and one (1) Teacher Planning Day. This advance payment shall enable the YMCA to adequately prepare for the summer camp season, including, but not limited to, securing appropriate staffing, materials, and other necessary resources. All seats funded by the Village for this program shall be prioritized for Village residents and TIES students.

3.1.2. **Second Lump Sum Invoice – October 15:** The YMCA shall submit the second invoice on or before October 15 in the amount of $67,000 for all remaining services through the end of the year, including but not limited to:

Remaining Teacher Planning Days

- Fall, Winter, and Spring Recess programs
- Family Engagement Events
- Parent's Night Out
- Movie Nights

3.2. YMCA shall deliver an invoice to Village detailing Services completed and the amount due to YMCA under this Agreement. The Village shall pay the YMCA in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager. Invoices shall reflect the lump sum fee for seventy-five (75) slots per program, along with any events and family engagement activities charges. Invoices shall also include any necessary credits for:

- Unused program slots resulting from lower-than-expected enrollment; and
- Adjustments for event costs where actual expenses differ from projected costs.

3.3. Credits for Unused Slots.

3.3.1. If fewer than seventy-five (75) students enroll in a program, the Village shall receive a credit for the value of the unused slots, provided that staffing levels remain consistent with the required 1:15 staff-to-student ratio. For example, if only fifty-five (55) students enroll, the YMCA shall still staff for sixty (60) students (equivalent to four (4) staff members) to maintain the required ratio, and the Village shall be credited for the remaining fifteen (15) unfilled slots.

3.3.2. At the end of the fiscal year, the YMCA shall provide the Village with a written summary of any credits due. The Village shall have ten (10) business days from receipt of such notice to elect whether to receive a refund or apply the credit to future invoices. If the Village fails to respond within the specified period, the YMCA shall automatically apply the credit to future invoices.

3.3.3. Credits for unused slots shall only apply to seats allocated for Village residents and TIES students.

3.4. Accommodating Over-Enrollment.

3.4.1. Should demand exceed seventy-five (75) slots, the YMCA shall notify the Village in writing to determine whether the Village will allocate additional funding or use of credits (if applicable) to accommodate the increased enrollment.

3.4.2. If the Village approves additional funding, the YMCA shall expand the program accordingly to meet demand.

3.4.3. If the Village approves additional funding, the YMCA shall expand the program accordingly to meet demand.

3.5. Event Billing, Credits, and Reporting

3.5.1. The YMCA shall bill the Village for events, including but not limited to Family Engagement activities, Parent's Night Out, and Movie Nights. Such events shall be invoiced based on expenses incurred, which shall include, but are not limited to, costs associated with staffing, materials, and operational costs. Family Engagement activities shall be billed based on actual attendance.

3.5.2. Given that services are invoiced in advance, the YMCA shall calculate and apply credits to the Village's account for any variance between projected and actual event costs. These credits shall be reflected in subsequent invoices to ensure that the Village is only charged for services rendered.

3.5.3. To ensure transparency and accuracy in billing, the YMCA shall provide the Village with detailed reports accompanying each invoice, which shall include:

- A breakdown of all event-related costs;

- Attendance data for each Family Engagement activity, noting the number of Village residents and TIES students in attendance; and
- An itemized list of all expenses incurred; and
- Program enrollment reports.

4. Subcontractors.

4.1. The YMCA shall be responsible for all payments to any subcontractors or subconsultants and shall maintain responsibility for all work related to the Services.

4.2. YMCA may only utilize the services of a particular subcontractor or subconsultant with the prior written approval of the Village Manager, which approval shall not be unreasonably withheld or delayed. The Village shall respond to subcontractor approval requests within ten (10) business days. Failure to respond within this period shall be deemed approval.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by YMCA to assist YMCA in performing the Services.

5.2. Upon YMCA's request, Village shall reasonably cooperate in arranging access to public information that may be required for YMCA to perform the Services.

5.3. The Village shall grant the YMCA non-exclusive access to Village facilities and/ or TIES facilities in coordination with Miami-Dade County Public Schools during scheduled program hours for the purposes of providing the Services. The YMCA shall coordinate with the Village and Miami-Dade County Public Schools for scheduling and will have discretion over the day-to-day operation of the programs.

5.4. Marketing and Promotions. The YMCA may co-brand all marketing materials with the Village's logo and shall retain discretion over YMCA-specific promotions. All marketing materials shall be shared with the Village Manager for review. The Village shall respond to marketing material submissions within ten (10) business days. Failure to respond within this period shall be deemed approval, provided the materials do not include Village-specific content beyond the logo or misrepresent the Village. Approval shall not be unreasonably withheld.

5.5. The Village Manager may explore and pursue opportunities to seek reimbursement from nearby municipalities for non-resident students attending TIES who participate in programs funded by the Village. This may include entering into interlocal agreements or other arrangements with those municipalities to offset costs incurred by the Village for serving non-resident TIES students.

6. YMCA's Responsibilities; Representations and Warranties.

6.1. The YMCA shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a YMCA under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the YMCA's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the YMCA shall at YMCA's sole expense, immediately correct its Deliverables or Services.

6.2. The YMCA hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. YMCA further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The YMCA represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by YMCA have been duly authorized, and this Agreement is binding on YMCA and enforceable against YMCA in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, YMCA shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the YMCA, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, YMCA shall immediately stop work on the project unless directed otherwise by the Village Manager.

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

8.4. The YMCA shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5. Force Majeure. Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by events beyond reasonable control, including but not limited to natural disasters, strikes, pandemics, government orders, war, or acts of terrorism. The affected party shall notify the other in writing within five (5) business days of the occurrence of such event and use reasonable efforts to resume performance. If the Force Majeure event persists for more than thirty (30) days, either party may terminate this Agreement upon written notice without further liability. In the event of termination due to a Force Majeure event, the YMCA shall return any compensation paid in advance of such event within thirty (30) days of termination. If services were partially rendered before the Force Majeure event, the YMCA shall provide a prorated refund based on the portion of services completed.

9. Insurance.

9.1. YMCA shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming both the Village and Miami-Dade County Public Schools as Additional Insureds, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the Village as additional insured. Any insurance maintained by the Village or Miami-Dade County Public Schools shall be in excess of the YMCA's insurance and shall not contribute to the YMCA's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the YMCA shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, YMCA must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

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

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The YMCA shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**, both** the Village and Miami-Dade County Public Schools shall be specifically included as Additional Insureds for liabilities arising from Services performed by or on behalf of the YMCA in performance of this Agreement. The YMCA's insurance, including that applicable to the Village and Miami-Dade County Public Schools as Additional Insureds, shall apply on a primary basis and any other insurance maintained by the Village or Miami-Dade County Public Schools shall be in excess of and shall not contribute to the YMCA's insurance. The YMCA's insurance shall contain a severability of interest provision, ensuring that, except with respect to the total limits of liability, the

insurance shall apply to each Insured or Additional Insured (for applicable policies) as if separate policies had been issued to each.

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY FOR ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION.

12. Indemnification.

12.1. YMCA shall indemnify and hold harmless the Village, Miami-Dade County Public Schools, and their respective officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from YMCA's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the YMCA and third parties made pursuant to this Agreement. YMCA shall reimburse the Village and Miami-Dade County Public Schools for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from YMCA's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

12.4. YMCA's total indemnification liability under this Agreement shall not exceed the total compensation paid to YMCA under this Agreement or $100,000, whichever is greater. This limitation shall not apply to claims resulting from gross negligence or willful misconduct.

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

14. **Governing Law and Venue**. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

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

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

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

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

16.1. YMCA acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by YMCA during the term of this Agreement ("Work Product") belong to the Village. YMCA shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. YMCA agrees to keep and maintain public records in YMCA's possession or control in connection with YMCA's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the YMCA involving transactions related to this Agreement. YMCA additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. YMCA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law,

for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the YMCA shall be delivered by the YMCA to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by YMCA shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the YMCA shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. The YMCA may retain copies of public records for its internal records, provided that any exempt or confidential information is securely stored and remains protected from unauthorized disclosure. Duplicate records that are exempt or confidential and not required for legal, compliance, or audit purposes shall be destroyed following delivery to the Village.

16.6. Any compensation due to YMCA shall be withheld until all records are received as provided herein.

16.7. YMCA's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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

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

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

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

20. **Compliance with Laws.** The YMCA shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

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

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

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

24. **State Required Affidavits.** By entering into this Agreement, the YMCA agrees to review and comply with the following state affidavit requirements:

    24.1. Public Entity Crimes Affidavit. YMCA shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

    24.2. Scrutinized Companies. YMCA certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Village may immediately terminate this Agreement at its sole option if the YMCA is found to have submitted a false certification; or if the YMCA is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the YMCA certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the YMCA is found to have submitted a false certification; or if the YMCA is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the YMCA acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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

24.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the YMCA acknowledges that it has read Section 287.138, Florida Statutes, and

complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

26. **Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. **Most Favored Nation.** If during the term of this Agreement, YMCA enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, YMCA shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. YMCA shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

28. **Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to YMCA that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

29. **Background Checks.** Prior to the execution of this Agreement, the YMCA shall furnish the Village with documentation confirming that all YMCA officials, agents, employees and subcontractors providing Services under this Agreement have successfully completed the required background screenings. These screenings must comply with the screening standards set forth by North Bay Village, the Florida Department of Children and Families (DCF) Level II background screening requirements as defined in Section 435.04, Florida Statutes, and the background check requirements established by Miami-Dade County Public Schools (M-DCPS), including compliance with the Jessica Lunsford Act under Sections 1012.32, 1012.465, and 435.04, Florida Statutes. In accordance with the Jessica Lunsford Act, the YMCA agrees that all individuals who provide or may provide services under this Agreement will have completed the required Level II background screenings prior to performing any work. The YMCA shall bear all costs associated with acquiring these background screenings.

30.. The YMCA shall be responsible for maintaining and regularly updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement, including a list of all employees and subcontractors who have completed the required background screenings and who meet the applicable statutory standards. In the event that the YMCA becomes aware that an individual previously cleared under these screenings has been arrested or convicted of a disqualifying offense, the YMCA shall notify both the Village and M-DCPS within forty-eight (48) hours of being informed by the employee, and no later than five (5) days from the date of the incident.

31. The Village Manager retains complete and sole discretion to determine whether the type of background check and the results provided are acceptable and reserves the right to request updated screenings at any time during the term of this Agreement. If compliance with this section is required, the Village shall select this box : ☒.

32. **Conflicts; Order of Priority.** This document without exhibits is referred to as the "Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

32.1. First Priority: Agreement;

32.2. Second Priority: Exhibit A – Proposal.

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

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Interim Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SOUTH FLORIDA, INC D/B/A YMCA OF SOUTH FLORIDA

By: _____
Sheryl A. Woods
President & Chief Executive Officer

Addresses for Notice:
YMCA of South Florida
Attn: John M. Ortega, MBA
Executive Director Youth Development Miami
790 NW 107th Avenue, Ste. 206
Miami, FL 33172
305-357-4000 Ext. 1124 (telephone)
JOrtega@YMCASouthFlorida.org (email)

With a copy to:

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☑ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Witness #1 Print Name: Alice-Lydia Bird

Witness #2 Print Name: Barbara Medina

Signed, sealed and delivered by:

Print Name: Jackie Roca

Title: Vice-President, Human Resources

Entity Name: Young Men's Christian Association of South Florida, Inc.

ACKNOWLEDGMENT

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of April, 2025, by Jackie Roca (name of person) as Vice-President of Human Resources (type of authority) for Young Men's Christian Association of South Florida, Inc. (name of party on behalf of whom instrument is executed).

John M. Ortega
Notary Public (Print, Stamp, or Type as Commissioned)

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

NOTARY PUBLIC
Expires 1/9/2029
John Moises Ortega
My Commission HH 626654
STATE OF FLORIDA

An official website of the United States government Here's how you know

My Company Profile

Company Information

Company Name
YMCA of South Florida

Doing Business As (DBA) Name

Company ID
1235618

Enrollment Date
Oct 13, 2017

Employer Identification Number (EIN)
590624464

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
1,000 to 2,499

NAICS Code
813

Sector
Other Services (Except Public Administration)

Subsector
Religious, Grantmaking, Civic, Professional, and Similar Organizations

Outlook

Signature Request – E-Verify Affidavit for North Bay Village Agreement

From Jackie Roca <jroca@ymcasouthflorida.org>
Date Tue 2025-04-08 12:54 PM
To John Ortega <jortega@ymcasouthflorida.org>
Cc Alice Bird <abird@ymcasouthflorida.org>; Ayxis Averhoff <aaverhoff@ymcasouthflorida.org>; Barbara Medina <bmedina@YMCASouthFlorida.org>

1 attachment (80 KB)
Everify.png;

Hi John,

Attached please find a screenshot of the E-Verify home page.

Thank you,

Jackie

Jackie Roca
VP, Human Resources & Risk Management
Doral Association Office, 790 NW 107th Avenue, Ste 208
Miami, FL 33172
P 754.312-4011
C 305.903.8641
W YMCASouthFlorida.org

BE WELL. SPIRIT. MIND. BODY.

From: John Ortega <jortega@ymcasouthflorida.org>
Sent: Saturday, April 5, 2025 3:56 PM
To: Jackie Roca <jroca@ymcasouthflorida.org>
Cc: Alice Bird <abird@ymcasouthflorida.org>; Ayxis Averhoff <aaverhoff@ymcasouthflorida.org>; Barbara Medina <bmedina@YMCASouthFlorida.org>
Subject: Signature Request – E-Verify Affidavit for North Bay Village Agreement
Importance: High

Hi Jackie,

As part of the documentation required to execute our agreement with North Bay Village for Day Camp & Family Programming, we need the attached **E-Verify Affidavit** signed and returned. I'll take care of the notarization, so no need to worry about that piece.

Along with the signed affidavit, the Village requires proof of enrollment in E-Verify. This can be a screenshot showing our organization's active enrollment. Instructions for how to access this can be found here.

Let me know if you have any questions and thanks so much for your help with this!

--

With Gratitude,

John

John M. Ortega, MBA

Executive Director, Youth Development Grants & Operations

Doral Office, 790 NW
107th Avenue, Ste. 206

Miami, FL 33172

P 305.357.4000 ext. 1124

C 786.925.2359

W YMCASouthFlorida.org

Book a Meeting with Me

The Y: We're for youth development, healthy living, and social responsibility.

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of Young Men's Christian Association of South Florida, Inc., a nongovernmental entity.

3. Young Men's Christian Association of South Florida, Inc. does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Witness #1 Print Name: Ayxis Averhoff

Witness #2 Print Name: Ari Fong Lyew

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Sheryl A. Woods

Title: President/ CEO

Entity Name: Young Men's Christian Association of South Florida, Inc.

OATH OR AFFIRMATION

State of Florida
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 4th day of April, 2025, by Sheryl Woods (name of person) as President/ CEO (type of authority) for Young Men's Christian Association of South Florida, Inc. (name of party on behalf of whom instrument is executed).

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

NOTARY PUBLIC STATE OF FLORIDA
Expires 1/9/2029
John Moises Ortega
My Commission HH 626654

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by ethe government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. Young Men's Christian Association of South Florida, Inc. ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Witness #1 Print Name: Alexis Averhoff

Witness #2 Print Name: Ari Fishglyew

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Print Name: Sheryl A. Woods
Title: President/ CEO
Entity Name: Young Men's Christian Association of South Florida, Inc.

OATH OR AFFIRMATION

State of Florida
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 4th day of April, 2025, by Sheryl Woods (name of person) as President/ CEO (type of authority) for Young Men's Christian Association of South Florida, Inc. (name of party on behalf of whom instrument is executed).

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

✓ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

NOTARY PUBLIC STATE OF FLORIDA
Expires 1/9/2029
John Moises Ortega
My Commission HH 626654

EXHIBIT A
SCOPE OF SERVICES

The Scope of Services are those contained in the Proposal attached hereto and incorporated herein by reference.



YMCA OF SOUTH FLORIDA

North Bay Village
Proposal for Day Camp & Family Recreation Programs

NORTH BAY VILLAGE
EST. 1945

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

EXECUTIVE SUMMARY

The YMCA of South Florida, known as the Y, stands as a beacon of community strength, focusing on youth development, healthy living, and social responsibility. Founded over 176 years ago, the Y is the nation's leading nonprofit for fostering community through diverse programs and services. Initially established as a haven for young men to live balanced lives and serve their communities, the Y has since evolved to serve all individuals regardless of gender, race, or creed, reinforcing its cause to strengthen communities as a whole.

In South Florida, the Y's journey began over a century ago with the opening of its first location, known as the YMCA of Greater Miami. This expanded in 1944 to create the YMCA of Broward County. In 2015, these two entities merged to form the YMCA of South Florida, combining resources to offer a broader range of programs and initiatives tailored to the needs of the communities it serves. Today, the Y operates from its Corporate Office in Ft. Lauderdale and the Miami Association Office, providing extensive services throughout the region. The YMCA currently partners with other municipalities such as the City of Aventura, City of Doral, the Town of Bay Harbor Islands, the Town of Miami-Lakes, and the Town of Surfside.

Nationally, the Y operates 2,700 YMCAs, engaging 9 million youth and 13 million adults annually. In Miami-Dade County alone, the Y has been a pivotal provider of before and after school care, summer camps, and non-school day programs for over 50 years. This past year, the Y positively impacted over 48,000 children and youth, including 1,200 students with disabilities, through its inclusive, safe, and nurturing programs.

The Y's longevity and experience in operating enrichment programs in Miami-Dade County are unsurpassed. With over 30 years of enriching the lives of approximately 4,000 children daily across 70 program sites this school year, the Y has continuously adapted to meet the growing needs of working families, ensuring that its programs are inclusive of individuals of all abilities. This philosophy underscores the Y's commitment to fostering an environment where every participant can thrive.

Governance and accountability for the community enrichment programs lie within the Y's Youth Development Division, overseen by the Chief Operating Officer (COO), who reports directly to the President and CEO of the YMCA of South Florida. The COO supervises the Vice President of Youth Development, who in turn oversees two Executive Directors (EDs) responsible for ensuring regulatory compliance, financial coordination, and the seamless delivery of programs. Each site is managed by a Site Director, ensuring security and supervision of support staff, volunteers, and vendors, thereby guaranteeing consistent, high-quality program delivery.

The Y enforces stringent screening processes for all staff, requiring Level 2 background checks, fingerprinting, and clearance by the County Court Search, Florida Department of Law Enforcement, and the FBI. Compliance with the Jessica Lunsford Act and the use of the school district's central information database ensure that all personnel are thoroughly vetted and authorized to be on school property. Regular unannounced site visits by the Florida Child Care Licensing and Enforcement team further ensure adherence to safety and compliance standards.

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

PROPOSAL INTRODUCTION

The YMCA of South Florida proposes to collaborate with North Bay Village to provide an extensive range of programs at designated community locations within the Village. Our offerings include day camps, school's out camps, and community engagement events as part of the North Bay Village Connect initiative, specifically tailored to meet the needs of the North Bay Village community.

Our programs are designed to ensure cost neutrality for the Village residents and inclusivity for participants of all abilities. By partnering with North Bay Village, local families, and community stakeholders, the Y is committed to delivering high-quality, accessible programs that enrich the lives of North Bay Village's youth and foster a greater sense of community connection and engagement.

SCOPE OF PROGRAMMING

The Y aims to bring tailored programming to the vibrant community of North Bay Village. Our proposal is to provide comprehensive and inclusive services designed to meet the diverse needs and interests of the Village's residents. Through collaborative partnerships and a deep understanding of the community, we intend to offer a range of engaging programs that foster personal growth, community connection, and well-being for participants of all ages and abilities.

Our programming will encompass a variety of offerings, including but not limited to:

1. **Day Camp Programming**: Offering exciting and educational experiences during fall break, winter break, spring break, and summer months, where children can explore new interests, build friendships, and create lasting memories in a safe and structured environment. All day camp programs will include a daily snack, and summer programming will provide meals (breakfast and lunch) through the USDA meal program to ensure proper nutrition for all participants.
2. **School's Out Camps**: Providing full-day programming on teacher planning days and school holidays to accommodate working families and ensure continuity of care for children. Each School's Out Camp day will include a nutritious snack to support children's energy and well-being throughout the day.
3. **North Bay Village Connect**: In addition to our regular programming, we'll offer a range of special events tailored to the diverse interests of North Bay Village residents. These events include, but are not limited to, family movie nights, parent nights out, cultural celebrations, and interactive community experiences designed to foster engagement and connection among families and neighbors.

To enhance the experience for participants, our summer camp programming will incorporate weekly field trips, providing children with opportunities to explore and learn beyond the camp environment. Additionally, campers will engage in weekly onsite events or in-house field trips that bring unique educational and recreational experiences directly to the program location. Our school break camps will also feature exciting field trip opportunities, including:

- **Fall Break:** One in-house field trip to provide an immersive onsite experience.

- **Winter Break:** Two in-house field trips to bring interactive and engaging experiences to campers.
- **Spring Break:** One off-site field trip to enrich the camp experience.

Field trip transportation will be provided through an M-DCPS-approved vendor meeting or exceeding all minimum qualifications set forth by the school district and the Department of Children and Families (DCF) to ensure safety and compliance with all regulations.

Throughout our programming development process, the YMCA will be intentional in our approach, prioritizing the needs and preferences of North Bay Village residents. The Y will conduct surveys and engage in ongoing dialogue with participants, families, and community stakeholders to assess needs, gather feedback, and ensure that our offerings are responsive to the community's evolving interests and priorities.

With a commitment to inclusivity, our services will be designed to accommodate individuals of varying abilities, ensuring that everyone feels welcome, valued, and supported in our programs. Together with North Bay Village, the Y looks forward to creating a vibrant and thriving community where all residents can thrive and flourish.

SUMMER CAMP PROGRAMMING

The YMCA's Adventure Camp at Treasure Island Elementary, hosts summer days filled with exploration, learning, and fun! Our Adventure Camp offers a dynamic blend of activities designed to engage children in a safe and nurturing environment while fostering personal growth and lasting memories.

The YMCA's Adventure Camp offers a full-day summer program from 8:00 am to 6:00 pm, Monday through Friday. This program is tailored to meet the diverse interests and developmental needs of children, providing a safe and inclusive space where they can participate in a variety of enriching activities. Meals are provided through the USDA meals program to ensure campers receive one meal or snack per day.

Program Activities:

- **Diverse Arts, Culture, and Traditions:** Experiencing and celebrating diverse cultures through art, music, and traditions, promoting cultural awareness and understanding.
- **Group Literacy/ DLI:** Engages campers in literacy activities and differentiated literacy instruction to enhance reading and language skills.
- **Opening and Closing Ceremonies (Camp Songs):** Creating a spirited camp atmosphere through songs that mark the beginning and end of each day, fostering camp camaraderie and excitement.
- **Outdoor Adventurers:** Exploring nature and the environment through hands-on outdoor activities, fostering a sense of adventure and appreciation for the natural world.
- **Soccer for Success:** Engaging students in physical activity through soccer, promoting teamwork, sportsmanship, and physical fitness.

- **Youth Voice & Choice:** Empowering students to make decisions about their activities, encouraging self-expression, and promoting autonomy and leadership skills.
- **Field Trips:** Adventure Camp includes 1 weekly field trip to enrich the camp experience, allowing children to explore new places and learn firsthand about their community and beyond.

Sample Schedule
For Pk-8th Grade Participants

Time	Activity
8:00 am - 8:45 am	Sign In/Attendance/Breakfast
8:45 am - 9:00 am	Opening Ceremonies (Camp Songs)
9:00 am - 10:00 am	Group Literacy/ DLI
10:00 am - 11:00 am	Soccer for Success (3x/week) OR Outdoor Adventurers (1x/week)
11:00 am - 12:00 pm	Youth Voice & Choice
12:00 pm - 12:30 pm	Lunch
12:30 pm - 1:30 pm	Diverse Arts, Culture, & Traditions
1:30 pm - 2:30 pm	Outdoor Activities
2:30 pm - 3:30 pm	Social Emotional Learning (30 Min.)/ & Arts & Crafts (30 Min.)
3:30 pm - 4:00 pm	Sips & Nibbles (Snack)
4:00 pm - 4:30 pm	Nutrition Education
4:30 pm - 5:00 pm	Closing Ceremony (Camp Songs)
5:00 pm - 6:00 pm	Youth Voice & Choice

In addition to our Adventure Camp, the Y proposes collaboration with enrichment vendors to offer 1-week rotating specialty camp offerings during the summer to add program variety to summer offerings. These specialty camps will mirror an extended day version of our community enrichment classes, providing campers with a focused, immersive experience in various disciplines and could include but are not limited to:

- **305 Mini Chefs (Cooking):** A week-long culinary journey where young chefs master cooking techniques and create delicious dishes.
- **Animated Art:** An immersive art camp where participants explore animation and bring their creations to life.
- **Art Explosion (Art):** A deep dive into various art forms, encouraging creativity and artistic expression.
- **Awesome Science (Science):** Engaging hands-on experiments and scientific explorations.
- **Coding & Robotics:** An intensive week of coding projects and robotic challenges.
- **Cheerleading:** Developing teamwork and athletic skills in a fun, energetic environment.
- **Jugarte (Spanish):** An engaging Spanish language camp combining education with enjoyable activities.
- **Lego Wizards (Lego):** Creative building challenges and projects with Lego.

- **Velocity Dance (Dance):** Dance workshops that promote fitness, coordination, and self-expression.

These specialty camps will provide campers with enriching, hands-on experiences, fostering skills and interests that last a lifetime.

FALL, WINTER, AND SPRING RECESS DAY CAMPS

The YMCA's Fall, Winter, and Spring Recess Day Camps offer dynamic day-long programming during school breaks, providing children with opportunities for exploration, skill development, and fun-filled experiences held at Treasure Island Elementary. These camps are structured to align with school schedules while offering unique themes and activities that cater to diverse interests and age groups. Each camp session is designed to foster creativity, build confidence, and promote social interaction in a supportive environment.

Program Highlights

- **Themed Camp Sessions:** Camps feature thematic programming such as arts and crafts, outdoor adventures, science exploration, and more.
- **Specialized Activities:** Activities tailored to specific interests, including sports clinics, STEM challenges, performing arts workshops, and nature explorations.
- **Field Trips and Outings:** Opportunities for educational and recreational outings to local attractions, parks, museums, and other community venues.
- **Engaging Curriculum:** Curriculum incorporates educational components and hands-on learning experiences that align with school break themes.
- **Professional Supervision:** Trained staff members oversee activities, maintaining a safe and supportive environment for all campers.

SCHOOL'S OUT CAMPS

The YMCA's School's Out Camps offer comprehensive full-day programming designed to support working families and provide engaging activities for children during school holidays and teacher workdays held at Treasure Island Elementary. These camps ensure continuity of care in a safe and enriching environment. Each School's Out Camp day is filled with a variety of activities that promote physical activity, creativity, and social interaction, aligned with the YMCA's commitment to holistic child development.

Program Highlights

- **Full-Day Care:** Operating from early morning to late afternoon, accommodating working parents with extended care options.
- **Structured Activities:** Curriculum includes a blend of recreational games, arts and crafts, educational activities, and team-building exercises.
- **Themed Days:** Each camp day features themed activities to keep children excited and engaged.
- **Qualified Staff:** Experienced and trained staff members supervise activities, ensuring safety and facilitating positive interactions.

"NORTH BAY VILLAGE COMMUNITY CONNECT"

"North Bay Village Community Connect" expands the YMCA's offerings beyond regular programming to include a variety of special events designed to cater to the diverse interests and needs of North Bay Village residents. These events are crafted to foster community engagement, provide opportunities for social interaction, and create memorable experiences for families and youth in the North Bay Village area.

Program Offerings

- **Parent Nights Out:** Scheduled evenings where parents can enjoy some time off while their children participate in supervised activities at the YMCA. These events promote community bonding among parents and offer a safe environment for children to socialize.
- **Movie Nights:** Family-friendly movie screenings, providing a relaxed and enjoyable outing for families in the North Bay Village community. Movie nights may include themed decorations, snacks, and post-movie discussions or activities.
- **Interactive One-Time Experiences:** Engaging and educational activities designed to spark curiosity and creativity among youth. These experiences may include workshops on topics like science experiments, arts and crafts, cultural celebrations, or hands-on demonstrations from local experts.

Objectives

- **Community Engagement:** Foster a sense of community among North Bay Village residents through shared experiences and activities.
- **Family Support:** Provide opportunities for families to spend quality time together in a safe and inclusive environment.
- **Youth Enrichment:** Offer diverse and enriching activities that contribute to the social, emotional, and intellectual development of youth in North Bay Village.

Implementation

- Events will be scheduled periodically throughout the year to coincide with holidays, school breaks, and community interests.
- Promotion and registration for events will be managed through the YMCA's and Village communication channels, ensuring accessibility and participation from North Bay Village.
- The YMCA will work with Village officials to develop programming that makes the most sense for the community. We will provide official vendor quotes and detailed operational costs per offering to ensure cost transparency.

"North Bay Village Community Connect" aims to create a vibrant and connected community where residents of all ages can come together, participate in meaningful activities, and build lasting relationships. Through these special events, the YMCA continues to serve as a hub for community engagement and enrichment in North Bay Village.

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

COMMITMENT TO AFFORDABLE & ACCESSIBLE PROGRAMMING

At the YMCA, we believe that every child and family should have access to high-quality programs that enrich lives and strengthen communities. Our commitment to North Bay Village is rooted in ensuring affordability and accessibility without compromising excellence. To achieve this, we propose a cost-sharing model that aligns with the Village's long-standing dedication to serving its residents.

Historically, North Bay Village has provided free programming for residents, and the YMCA is committed to restoring that model. While we actively seek funding to eliminate costs for families, we propose a low-cost to no-cost structure that ensures all children can continue to participate in enriching programs.

As we rebuild this program, we anticipate serving approximately 90 students across all proposed day camp programs, ensuring accessibility and long-term sustainability. To achieve this, we propose two scenarios:

SCENARIO 1: FULL VILLAGE SPONSORSHIP FOR RESIDENTS & TIES STUDENTS

In this scenario, North Bay Village covers 100% of program fees for 75 residents or students from Treasure Island Elementary School (TIES), while 15 non-residents pay the full non-resident rates. This ensures equitable access for Village families while reinvesting non-resident fees back into the program.

- The Village fully covers program fees for all resident participants and students of TIES, eliminating financial barriers for families.
- Non-resident surcharges generate additional revenue to support program operations.
- The YMCA and Village collaborate to secure external funding for long-term sustainability.

Together, we can create a future where every child has access to enriching programs that inspire growth, learning, and community connection.

Proposed Program Cost Breakdown

Program	Total Cost	Residents/ TIES Students Pay	Non-Resident Pays
Camp - Summer (4 Sessions)	$320	$0	$416
Teacher Planning Days (6 Days)	$32	$0	$42
Fall Recess (1 Session)	$96	$0	$125
Winter Recess (2 Sessions)	$256	$0	$333
Spring Recess (1 Session)	$160	$0	$208
Movie Nights (4 Events)	$8,000	$0	$5

Family Engagement (5 Events)	$5,000	$0	$33
Parent's Night Out (3 Days)	$2,400	$0	$26

Projected Village Financial Commitment

Based on 75 North Bay Village residents or Treasure Island Elementary School (TIES) students per session, the Village's total estimated financial commitment is **$164,200**, detailed below:

Program	Calculation	Total Village Allocation ($)
Camp - Summer (4 Sessions)	75 × $320 × 4	$96,000
Teacher Planning Days (6 Days)	75 × $32 × 6	$14,400
Fall Recess (1 Session)	75 × $96 × 1	$7,200
Winter Recess (2 Sessions)	75 × $128 × 2	$19,200
Spring Recess (1 Session)	75 × $160 × 1	$12,000
Family Engagement (5 Events)	40 x $25 x 5	$5,000
Parent's Night Out (3 Days)	40 x $20 x 3	$2,400
Movie Nights (4 Events)	Estimated at $2,000 per event	$8,000
	Total =	**$164,200**

SCENARIO 2: PARTIAL SPONSORSHIP FOR RESIDENTS & TIES STUDENTS

In this scenario, North Bay Village subsidizes 50% of program fees for 75 residents or students from Treasure Island Elementary School (TIES), while the remaining 50% is paid by participating families. Additionally, 15 non-residents pay the full non-resident rates. This model balances affordability for Village families while maintaining program sustainability.

- The Village offsets half of the program fees for residents and TIES students, making participation more accessible while ensuring family investment.
- Non-resident surcharges generate additional revenue to support program operations.
- The YMCA and Village work together to seek external funding opportunities for long-term viability.

By sharing the responsibility, we create a sustainable program that fosters learning, growth, and community engagement for all participants.

Proposed Program Cost Breakdown

Program	Total Cost	Residents/ TIES Students Pay	Non-Resident Pays
Camp - Summer (4 Sessions)	$320	$160	$320
Teacher Planning Days (6 Days)	$32	$16	$32

Fall Recess (1 Session)	$96	$48	$96
Winter Recess (2 Sessions)	$256	$128	$256
Spring Recess (1 Session)	$160	$80	$160
Family Engagement (5 Events)	$5,000	$0	$33
Parent's Night Out (3 Days)	$2,400	$0	$26
Movie Nights (4 Events)	$8,000	$0	$5

Projected Village Financial Commitment

Based on 75 North Bay Village residents or Treasure Island Elementary School (TIES) students per session, the Village's total estimated financial commitment is **$86,200**, detailed below:

Program	Calculation	Total Village Allocation ($)
Camp - Summer (4 Sessions)	75 × $160 × 4	$48,000
Teacher Planning Days (6 Days)	75 × $16 × 6	$7,200
Fall Recess (1 Session)	75 × $48 × 1	$3,600
Winter Recess (2 Sessions)	75 × $128 × 1	$9,600
Spring Recess (1 Session)	75 × $80 × 1	$6,000
Family Engagement (5 Events)	40 x $13 x 5	$2,600
Parent's Night Out (3 Days)	40 x $10 x 3	$1,200
Movie Nights (4 Events)	Estimated at $2,000 per event	$8,000
	Total =	**$86,200**

Additional Considerations and Notes:

- All courses require a minimum enrollment of 15 participants to open.
- Non-resident fees include an additional charge of 30% over the base cost per offering.

Service Dates & Closures

Our programs follow a structured calendar to ensure consistent, high-quality services for families in North Bay Village. Below is the schedule of key dates and closures to help families plan ahead.

Program	Dates
Summer Camp 2025	June 9 – August 1, 2025
Fall Recess 2025	November 24 – 26, 2025
Winter Recess 2025/26	December 22, 2025 – January 2, 2026
Spring Break 2026	March 23 – 27, 2026

Program	Dates
Teacher Planning Days	2025: September 23, October 2, and November 3 2026: January 16, March 20, April 3
Family Engagement	TDB *(Planned with Village Administration)*
Parent's Night Out	TDB *(Planned with Village Administration)*
Movie Nights	TDB *(Planned with Village Administration)*

ENROLLMENT AND ADMISSION POLICIES

With a commitment to quality, seats in each program within North Bay Village will be available based on the number of available staff, sessions, and instructors. Parents are required to enroll their children online using the YMCA's registration platform. To ensure a seamless and efficient enrollment process, we provide comprehensive instructions and dedicated support to assist families on an ongoing basis.

PROGRAM ADVERTISING AND AWARENESS PROCEDURES

The YMCA is dedicated to ensuring that parents and the community of North Bay Village are well-informed about our offerings through a comprehensive advertising and awareness campaign. By partnering with North Bay Village, we will effectively utilize multiple communication channels to reach families and promote participation in our programs.

We will begin by leveraging existing communication channels, such as Village newsletters, community announcements, and website postings, to inform parents and residents about upcoming programs. Additionally, we will create informative and visually appealing flyers and posters to be distributed and displayed throughout parks, and public spaces, ensuring widespread awareness.

Collaborating closely with community groups, Treasure Island Elementary School, and the North Bay Village administration will be a key part of our strategy. By gaining support, we can spread the word about our programs more effectively and build trust within the community.

To maximize program participation, we will consider targeted advertising based on zip codes and demographics, ensuring our outreach efforts are relevant and effective. Additionally, we will translate advertisements as needed to accommodate the diverse population of North Bay Village.

Leveraging the power of social media, we will craft engaging posts and advertisements on platforms such as Facebook, Instagram, and X (Twitter), aiming to reach a broader audience. Personalized email and text notifications will also be sent to parents and residents, providing timely updates and reminders about program offerings, registration deadlines, and special events.

Participation in Village events, community meetings, and Village hall discussions will provide valuable opportunities to interact directly with parents and community members, ensuring they have access to detailed information and can engage with YMCA staff about our programs.

CRITICAL INCIDENT RESPONSE

The Y takes child abuse and neglect seriously, ensuring the protection and safety of participants in its programs. All Site Directors and staff are trained to identify child abuse and neglect, including a review of the State law (Florida Statute 39). If child abuse or neglect is suspected, the 1-800-96 ABUSE Hotline is called immediately. If a child abuse/neglect report is made, the Y will report the information to the Village's partnership liaison.

The Y is committed to upholding and enforcing a strict Policy Against Bullying and Harassment, consistent with the Jeffrey Johnston Stand Up for All Students Act or F.S. 1006.147. Bullying and cyberbullying will not be tolerated by participants attending any Y program. Employees are required to report any incidents of bullying. If a participant is observed bullying or cyberbullying, the Y will hold a conference with the participant, their parent/guardian, and Y administrative staff to discuss a resolution.

The Y has an Emergency/Security Plan for each site, as well as written procedures in the YMCA's Safety Manual, which include threat assessment and safety drills. The Y conducts fire drills, lockdown drills, tornado drills, and code red/yellow drills (staff only) in accordance with the Florida Department of Children & Families' licensing requirements. All sites have access to a weather radio/application, which is monitored for all outdoor activities. The emergency plan includes program emergency contact phone numbers (including fire, police, Village, the school principal, and the Y's leadership), general evacuation procedures, primary and secondary evacuation sites, color-coded alert systems, bomb threat procedures, severe weather storm procedures, fire procedures, and medical emergencies.

For health-related requirements, the Y follows emergency procedures that include posting the Florida Abuse Hotline number along with other emergency numbers. Staff trained in first aid and infant/child CPR are on the premises at all times. Each site is equipped with a fully stocked first aid kit and relies on the facilities of the Village for a working fire extinguisher. Monthly fire drills are conducted with children and staff. All medication and hazardous materials are kept inaccessible and out of children's reach at all times.

For injuries requiring emergency care, 911 will be called, and the child's custodial parent or legal guardian will be notified immediately. If a custodial parent, legal guardian, or emergency contact cannot be reached, Y staff will seek medical treatment for the child as authorized. In an emergency, the Y will remain in operation under the direction of the Village liaison. In the event of necessary closings, the Y will also close, and parents will be contacted immediately to pick up their children. If an emergency closing is necessary while the program is in session, parents will be contacted by Y staff and asked to pick up their children.

The Y follows a strict illness policy and conducts health checks regularly. Y staff are required to check each child for illness or injury upon arrival and are authorized to deny care for the day if needed. A child will not be accepted into the program if they have symptoms of a contagious disease. The Y is required to notify the Miami-Dade Health Department and the child's custodial parent or legal guardian upon any suspected outbreak or communicable disease. The child will not be allowed to return to the program without medical authorization or until the signs and symptoms of the disease or virus are no longer present or the appropriate quarantine time has passed.

PICK-UP/SIGN-OUT POLICIES AND PROCEDURES

All sites are supervised by a Site Director and Security Monitor to ensure the safety and security of all participants while they are in the program. The YMCA conducts an extensive registration process, which includes obtaining the contact information of parents/guardians, emergency contacts, special medical information (e.g., medical conditions, medication, etc.), and a list of all persons authorized to sign out the child. All registration information is securely maintained and available to Y leadership electronically via the registration platform.

Additionally, all activities are planned and structured using small or large groups or pairs to enhance safety and security measures. The Y follows strict sign-out procedures, ensuring that participants are released only to authorized individuals.

All participants must be signed out by their parents/guardian or someone on their authorized pick-up list. Students may leave the program only with persons indicated on the registration form, and a photo ID is required for verification. If an unauthorized person needs to pick up a participant, the registering parent must update the contact information on the Online Parent Portal, which updates live on the administrative end of the platform. No participant is left alone at the program site after the program ends.

If a participant remains at a Y program site past the closing time (usually 6 PM), the Y Director will take the following steps:

1. Call the parent(s)/guardian(s) at work and home within 15 minutes of the program ending.
2. Notify the Y's Program Director that a participant remains on-site.
3. If parent(s)/guardian(s) cannot be reached, the staff will call the emergency contacts listed on the participant's registration form.
4. The Site Director will continue to contact the parent/legal guardian and emergency contacts until someone is reached.

After 7 PM or one hour after closing time, if no parent/guardian or emergency contact can be reached, the Y staff will contact the local police, releasing the child to their custody. The Y staff will request that the police officer sign the release form, noting the officer's name, badge number, and case number assigned before releasing the participant. The staff remaining with the participant will complete an Accident/Incident Report Form. The Program Director and Executive Staff will be informed of the status of these situations at all times.

For emergencies, the Y's contact for North Bay Village programs is John Ortega, Executive Director, Youth Development Miami, who can be reached at 786-925-2359.

INCLUSION AND SUPPORT FOR STUDENTS OF VARYING ABILITIES

The YMCA's programming in North Bay Village is dedicated to fostering an inclusive and supportive environment for all participants, including those with varying abilities. Our mission is to ensure that every child has the opportunity to engage in enriching and supportive experiences. Most programs will be inclusive, with specific accommodations made as needed. However, in cases where the scope of the program limits the ability to make it fully inclusive,

we will clearly communicate these limitations. To promote awareness and accessibility, most of our programs will be actively advertised as inclusive, highlighting the diverse options available to all potential participants.

Intake Assessments and Individualized Support
To understand and meet each student's unique requirements, intake assessments will be conducted as needed. This process helps us gather essential information about the student's needs and ensure that appropriate accommodations are made. Support staff will be made available as needed to assist students with varying abilities during program activities.

Reasonable Accommodations
The YMCA of South Florida is committed to fostering the potential of every young person. Accommodations will be made to the environment and curriculum to ensure the success of each participant. Where necessary, we will use adaptive equipment designed for specific physical disabilities, manipulative fidgets to reduce anxiety, adaptable visual schedules, larger adaptive safety scissors for participants with limited fine motor skills, and cognitive behavioral interventions such as a token economy.

Compliance with ADA
The YMCA adheres to the Americans with Disabilities Act (ADA) and does not discriminate against any individual with a disability. We provide reasonable accommodations to qualified individuals with disabilities, ensuring they can participate fully in our programs. The ADA defines disability as a mental or physical condition that limits a major life activity, and we strive to integrate individuals with disabilities into our community programs to the extent feasible, given each individual's limitations.

To comply with ADA and ensure reasonable accommodations, the Y follows these procedures:

- **Assessment and Planning:** Conduct intake assessments to identify the needs of students with disabilities and plan appropriate accommodations.
- **Environmental Adjustments:** Modify the environment and curriculum as needed, including using adaptive equipment and visual schedules.
- **Support and Assistance:** Provide support staff to assist students with varying abilities during program activities.
- **Ongoing Review:** Continuously monitor and adjust accommodations to ensure they meet the needs of participants.

The YMCA has defined certain situations where accommodations may not be feasible:

- If accommodations pose an undue burden, resulting in significant difficulty or expense to the program.
- If accommodations fundamentally alter the nature of the program.
- If removing barriers is not readily achievable without much difficulty or expense.

- If an individual's condition poses a significant threat to the health or safety of other participants or staff, and no reasonable means of removing the threat are available.

Referral to Community Resources
If the YMCA is unable to accommodate a child's needs, we will make every effort to refer them to a similar program or offering in the community, with the assistance of our Family Resources Team.

POSITIVE BEHAVIOR AND DISCIPLINE POLICY

The YMCA staff are committed to maintaining high standards of student behavior through non-punitive methods that instill the values of honesty, caring, respect, and responsibility. Our approach is rooted in respect for all individuals and utilizes a Positive Behavior Approach (PBA) to manage and guide behavior. This multi-tiered system of support involves increasing levels of intervention based on the student's needs. The PBA system aims to promote positive behavior through positive reinforcement, swiftly address negative behavior, and provide targeted interventions to decrease the intensity and complexity of undesirable behaviors.

During the registration process, parents/guardians receive a copy of the Y's Parent Handbook, which includes the program's Discipline Plan, and are required to acknowledge receipt. Parents/guardians will be informed of any inappropriate behavior, and all incidents will be documented in the Y's administrative records.

If a discipline issue arises, the participant will first receive a verbal warning. If the behavior persists, it will be documented, and a first written warning (Behavior Report) will be issued. Should the behavior continue, a meeting with the parent/guardian and program staff will be held to discuss and implement an Intervention Plan. If the behavior still does not improve, a second written warning will be issued. Continued disruptive behavior may result in dismissal from the program.

In cases of dangerous behavior or if a participant injures another individual, parents will be contacted for immediate pick-up, and the participant may be suspended or dismissed from the program. Parents must promptly pick up their child if notified of a suspension. Failure to disclose necessary information for the safety and well-being of all participants and staff will result in immediate suspension of program services.

MANDATORY HSR INSURANCE REQUIREMENT

Participation in all YMCA programs held on M-DCPS property requires obtaining HSR student accident insurance. This insurance is mandatory for all children, ensuring their safety and coverage during program activities. Parents and legal guardians are responsible for purchasing this supplemental insurance plan, even if they already have family or individual medical insurance coverage. This plan does not replace existing insurance but provides additional protection.

To complete the insurance process, parents or legal guardians must register online or request a hard copy of the insurance registration from the Site Director. Proof of insurance must be

provided at the time of registration, and a copy of the insurance receipt will be kept in the child's record for compliance. It is essential for families to familiarize themselves with any insurance limitations and other relevant information provided through this plan to ensure comprehensive understanding and coverage.

Parents are responsible for purchasing and providing the YMCA with the required policy to ensure their child's participation in the program. *The current annual rate for the policy is $14 for PK-6th grade participants and $14 for middle school-aged participants. The policy is only purchased once per year.*

RECRUITING, SELECTING, TRAINING AND EVALUATION

At the YMCA, we hold our staff to the highest standards, ensuring they are well-prepared and qualified to serve in our programs, especially those involving youth. Our recruitment process is rigorous, beginning with thorough interviews and screenings. Prospective employees undergo drug testing, federal Level II background screenings through the Florida Department of Law Enforcement and Miami-Dade County Public Schools, including fingerprinting, criminal record checks, and drug testing. Only those who receive clearance are selected for positions, and staff working with youth undergo re-screening every five years. All employees receive specialized training tailored to working with youth and individuals with special needs.

Our recruitment efforts are diverse and proactive. We regularly advertise job openings on our website and in the community, reaching out to community stakeholders and school staff where our programs are located to encourage applications from those already familiar with our participants. We also actively engage with college job fairs and recruiting events, ensuring a steady stream of talented individuals eager to join our team.

We hire individuals over the age of 18 who demonstrate both experience and the necessary training/education. Our selection criteria encompass formal education credentials, job-specific skills, and personal attributes, ensuring equal opportunity for all qualified applicants. Upon hire, all new employees receive our comprehensive Staff Handbook, providing essential information about program expectations, safety procedures, and personnel policies.

Consistency in staffing is essential for building trust and continuity for our participants and families. We make every effort to retain consistent staff across our programs, recognizing the importance of stable relationships between staff, students, and families in fostering long-term engagement and satisfaction.

In addition to our commitment to maintaining consistent staffing, we ensure competitive salaries to attract and retain talented individuals dedicated to our mission. By prioritizing fair compensation and hiring personnel committed to fostering utilization and consistency, we strengthen our ability to provide high-quality programs and build lasting relationships within our community.

Annually, our staff are mandated to attend a series of training sessions covering critical topics such as First Aid/CPR, Child Abuse Prevention, Bullying Prevention, Inclusion & Special Needs Training, and Cultural Diversity. These sessions equip our staff with the skills and knowledge needed to provide a safe, inclusive, and enriching environment for all participants.

At the heart of our Youth Development Miami programs are dedicated individuals who ensure the safety, well-being, and growth of our participants. *Below is a listing of the various positions within our team, along with their qualifications, experience, and job descriptions:*

1. **Site Director**
   - *Minimum Qualification:* High School Diploma or GED required. Associate's Degree or CDA preferred.
   - *Experience:* 2 years of experience in program area and current CPR and First Aid certification.
   - *Job Description Summary:* The Site Director takes the lead in on-site operations, ensuring that all activities and functions meet the standards set by both the YMCA and North Bay Village.
2. **Summer Camp Counselor**
   - *Minimum Qualification:* High School Diploma or GED required.
   - *Experience:* 1-year experience working with school-age children strongly preferred.
   - *Job Description Summary:* The Counselor supervises a specific group of youth, leading activities and guiding behaviors to foster positive youth development.
3. **Specialty Counselor**
   - *Minimum Qualification:* High School Diploma or GED required.
   - *Experience:* 2-years experience working with school-age children strongly preferred.
   - *Job Description Summary:* The Specialty Counselor supervises a specific group of participants, leading specialized activities and guiding behaviors to foster positive development within the group.

In addition to these positions, the YMCA remains open to adding additional roles as needed to meet the evolving needs of our partnership with North Bay Village and the programming we agree to offer. Our commitment is to ensure that our team is equipped to deliver high-quality, comprehensive programs that enrich the lives of all participants in our community.

LITIGATION

The YMCA of South Florida has been involved in several lawsuits arising out of the ordinary course of business, all of which are well within the limits of the Y's insurance policies. As of the date on this proposal, there are no lawsuits requiring additional accrual of a liability nor disclosure in the body of the financial statements nor in the footnotes of the financial statements. The YMCA of South Florida, Inc. is not facing any formal challenges for programs and administrative practices.

PARTNERSHIP AND VILLAGE SUPPORT

The YMCA proposes a comprehensive partnership with North Bay Village aimed at enriching community life and optimizing program delivery. Central to this collaboration are several key supports requested from the Village to enhance the effectiveness and accessibility of YMCA programs.

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FOR SOCIAL RESPONSIBILITY

To support the YMCA's efforts and ensure the success of this partnership, we request the following contributions from the Village:

1. **Parking and Toll Validations:** Provision of parking and toll validations for YMCA staff to reduce logistical barriers to program delivery.
2. **Dedicated Office Space:** Allocation of a dedicated office space within the Village to serve as a centralized hub for parent registration for YMCA-sponsored programs. This space will host the YMCA's assigned program administrator, enabling efficient coordination and support for families accessing YMCA initiatives – *only needed during peak registration seasons.*

This collaborative effort underscores the Village's commitment to supporting community enrichment and wellness through accessible, high-quality programs. Together, we aim to create a vibrant and inclusive community where residents of all ages can thrive and benefit from engaging YMCA initiatives.

We look forward to forging this partnership and collectively enhancing the quality of life in North Bay Village!

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SAMPLE FLYERS





NORTH BAY VILLAGE
EST. 1945

the YMCA

SUMMER CAMP

Treasure Island Elementary

7540 East Treasure Drive, North Bay Village, FL 33141

JUNE 9 – AUGUST 1

SAMPLE

DISCOVER, PLAY, AND GROW THIS SUMMER! Experience an unforgettable journey where adventure, creativity, and growth come together! From exploring the great outdoors, competing in E-Sports, dancing to the rhythm, creating art masterpieces, or mastering sports skills, our YMCA camps offer something for every child.

Our safe, inclusive, and fun-filled programs build character, teamwork, and confidence, while creating friendships and memories that last a lifetime. With a mix of exciting activities, nutritious meals, and family engagement events, we ensure campers stay active, curious, and inspired daily!

LICENSE # E11MDXXXX

AGES: 5-13

REGISTRATION FEE: $50

SERVICE	VILLAGE RESIDENTS	NON-VILLAGE RESIDENTS	HOURS
Bi-Weekly Camp Rate	FREE	$416	8:00 AM - 6:00 PM

REGISTER NOW!

SCAN OR VISIT
qr.link/g36snO

YMCA OF SOUTH FLORIDA
YMCASouthFlorida.org

For more information, contact your Program Director, Ari Fung-Lyew at AFung-Lyew@YMCASouthFlorida.org or via phone 305-357-4000 Ext. 111

https://qr.link/ukiWyn

REGISTER NOW!

the YMCA





FALL CAMP

NOVEMBER 25 – 27

TIME:
8:00 AM – 6:00 PM

GRADES:
Pre-K – 8

PROGRAM COST:
$FREE (NBV Residents/ TIES Students)
$125 (Non-Residents)



SAMPLE





https://qr.link/ukiWyn

WEEK 1

https://qr.codes/Ppx958

WEEK 2

WINTER CAMP

Week 1: DECEMBER 23 – DECEMBER 27

Week 2: DECEMBER 30 – JANUARY 3



PROGRAM COST:
FREE (NBV Residents/ TIES Students)
$167 Per Week (Non-Residents)

TIME:
8:00 AM – 6:00 PM

GRADES:
Pre-K – 8

*No service December 25 & January 1

Questions? Call Your Program Director Ari Fung-Lyew: 786-926-5040 or **Email?:** afung-lyew@ymcasouthflorida.org





NORTH BAY VILLAGE
EST. 1945

the Y YMCA

SPRING CAMP

Treasure Island Elementary School

7540 E Treasure Drive, North Bay Village, FL 33141

MARCH 30 – APRIL 3

SAMPLE

JOIN US FOR SPRING CAMP! Make this Spring Break unforgettable at the Y! Join us at the YMCA of South Florida for Spring Camp filled with fun, creativity, and adventure. We're on a mission to inspire self-confidence while fostering character and leadership through a variety of engaging activities. From exciting games and team-building challenges to arts and crafts and sports, there's something for everyone to enjoy! Pack a nutritious lunch and beverage, and we'll take care of the rest.

LICENSE #E11MDXXXX

AGES: 5-13

SERVICE	RESIDENTS/ TIES STUDENTS	NON-VILLAGE RESIDENTS	HOURS
Weekly Camp Rate	FREE	$208	8:00 AM - 6:00 PM

REGISTER NOW!

SCAN OR VISIT
qr.link/g36snO

YMCA OF SOUTH FLORIDA
YMCASouthFlorida.org

For more information, contact your Program Director, Ari Fung-Lyew at AFung-Lyew@YMCASouthFlorida.org or via phone 305-357-4000 Ext. 111



the YMCA

NORTH BAY VILLAGE
EST. 1945

TEACHER PLANNING DAY CAMPS

SAMPLE

At Y Day Camp, your kids will make new friends and have tons of fun as they explore new adventures.

DATES:
Monday, Mar. 31st
Friday, Apr. 18th

TIME:
8:00 AM – 6:00 PM

LOCATION:
Treasure Island Elementary School

GRADES:
Pre-K – 8

PROGRAM COST:
FREE (NBV Residents/ TIES Students)
$42 (Non-Residents)

Questions? Call Your Program Director Ari Fung-Lyew: 786-926-5040 or **Email?:** afung-lyew@ymcasouthflorida.org

the YMCA

PARENTS NIGHT OUT

SAMPLE

Dates: February 14th, March 14, April 25th, May 16th

Need a night out without the kids? Go out for the night knowing your little ones are safe and take a well deserved break! Don't worry about dinner, a pizza meal is included! Drop-off and pick-up will be conducted in front of Treasure Island Elementary School!

TIME: 6:00 PM – 9:30 PM
DROP-OFF: 6:00 PM – 6:30 PM
PICK-UP: 9:00 PM – 9:30 PM
PROGRAM COST:

$20 (Residents/ TIES Students)

$26 (Non-Residents)

Questions? Call Your Program Director Ari Fung-Lyew: 786-926-5040
or **Email?:** afung-lyew@ymcasouthflorida.org

NORTH BAY VILLAGE
EST. 1945

MOVIE NIGHT

SAMPLE

the YMCA

Saturday, March 15th

Saturday, May 17th

FREE FOR NBV RESIDENTS/ TIES Students

Bring your favorite lawn blanket or stadium chair for seating!

Doors open at 6pm

Movie Starts at 7pm

$5 charge at the door for Non-Residents

Location: TBD

NORTH BAY VILLAGE
EST. 1945

Questions? Call Your Program Director Ari Fung-Lyew: 786-926-5040
or **Email?:** afung-lyew@ymcasouthflorida.org



the YMCA

NORTH BAY VILLAGE
EST. 1945

FAMILY ARCHERY

WEEKEND EVENTS

SAMPLE

10:00 AM – 12:00 PM

Dates:
March: 2nd, 16th, 30th
April: 13th, 27th
May: 11th, 25th

FAMILY POTTERY



Questions? Call Your Program Director Ari Fung-Lyew: 786-926-5040
or **Email?:** afung-lyew@ymcasouthflorida.org

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

ADDITIONAL INFORMATION

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA OF SOUTH FLORIDA
YOUTH DEVELOPMENT MIAMI

SUMMER CAMP!

AROUND THE WORLD IN 38 DAYS

SUMMER 2025 CAMP THEMES



WEEKLY THEMES:



AROUND THE WORLD IN 38 DAYS

WEEK 1
MAGICAL EUROPE

WEEK 2
WILD AFRICA

WEEK 3
MYSTICAL ASIA

WEEK 4
TROPICAL ISLANDS

WEEK 5
RHYTHMS & WONDERS
AMERICAS

WEEK 6
MAGIC, MARKETS & SAND DUNES
MIDDLE EAST

WEEK 7
FROZEN LANDS

WEEK 8
WORLD CELEBRATIONS

EMBARK ON A THRILLING JOURNEY WITHOUT LEAVING CAMP! Join us for an 8-week global adventure, where each week transports campers to a new and exciting part of the world. From the mystical castles of Europe to the wild safaris of Africa, the vibrant rhythms of the Americas to the snowy wonders of the Arctic, every day is packed with hands-on activities, games, crafts, and delicious flavors inspired by cultures across the globe. Each week is designed to ignite curiosity, creativity, and a love for global adventure!

Grab your passports of imagination, pack your sense of wonder, and get ready for the most exciting summer yet! Where will your journey take you next? Let's explore the world together!

WEEKLY THEMES:

AROUND THE WORLD IN 38 DAYS



EXPLORE THE WORLD THROUGH FUN ACTIVITIES, HANDS-ON CRAFTS, AND EXCITING CHALLENGES! EACH WEEK, KIDS WILL EXPERIENCE THE CULTURE, HISTORY, FOOD, MUSIC, AND ADVENTURES FROM DIFFERENT PLACES.

🏕️ WEEK 1: MAGICAL EUROPE – CASTLES, MYTHS & EXPLORERS

WHY IT'S FUN: Castles, knights, fairy tales, and famous explorers!

- **ACTIVITIES:** Build a cardboard castle, knight/royal dress-up, scavenger hunt, baking French croissants.
- **PLACES TO FOCUS ON:** England (King Arthur & castles), Italy (gladiators & pizza-making), Spain (flamenco dancing).

🌍 WEEK 2: WILD AFRICA – SAFARI & ANCIENT WONDERS

WHY IT'S FUN: Animals, jungles, pyramids, and colorful traditions!

- **ACTIVITIES:** Animal face painting, safari scavenger hunt, pyramid-building contest, tribal drumming.
- **PLACES TO FOCUS ON:** Egypt (pyramids & hieroglyphs), Kenya (safaris & wildlife), Morocco (markets & crafts).

🎎 WEEK 3: MYSTICAL ASIA – DRAGONS, LANTERNS & SAMURAI

WHY IT'S FUN: Kung Fu, dragons, festivals, and ancient warriors!

- **ACTIVITIES:** Paper lantern making, chopstick challenge, dragon dance.
- **PLACES TO FOCUS ON:** China (Great Wall & dragons), Japan (samurai & origami), India (Bollywood dancing & henna art).

🏝️ WEEK 4: TROPICAL ISLANDS – OCEANS & PIRATE ADVENTURES

WHY IT'S FUN: Beach games, pirate treasure hunts, island music!

- **ACTIVITIES:** Limbo contest, seashell crafts, pirate obstacle course, volcano experiments.
- **PLACES TO FOCUS ON:** Hawaii (hula & volcanoes), Caribbean (pirates & steel drums), Australia (Great Barrier Reef).

WEEKLY THEMES:

AROUND THE WORLD IN 38 DAYS



EXPLORE THE WORLD THROUGH FUN ACTIVITIES, HANDS-ON CRAFTS, AND EXCITING CHALLENGES! EACH WEEK, KIDS WILL EXPERIENCE THE CULTURE, HISTORY, FOOD, MUSIC, AND ADVENTURES FROM DIFFERENT PLACES.

🎭 WEEK 5: AMERICAS – RHYTHMS & WONDERS

WHY IT'S FUN: Carnival, mariachi music, and cool city landmarks!

- **ACTIVITIES:** DIY maracas, salsa dance class, "build your own landmark" challenge, taco-making.
- **PLACES TO FOCUS ON:** Brazil (Carnival & samba), Mexico (Day of the Dead & mariachi), USA (New York skyscrapers & Hollywood).

🏜️ WEEK 6: THE MIDDLE EAST – MAGIC, MARKETS & SAND DUNES

WHY IT'S FUN: Arabian Nights, colorful markets, and cool desert activities!

- **ACTIVITIES:** Magic carpet relay race, DIY mosaics, camel races, storytelling in tents.
- **PLACES TO FOCUS ON:** Egypt (pharaohs & pyramids), Dubai (tallest buildings & desert fun), Turkey (bazaar markets & Turkish delight making).

❄️ WEEK 7: FROZEN LANDS – ARCTIC & NORDIC ADVENTURES

WHY IT'S FUN: Snow games, Viking history, and Northern Lights!

- **ACTIVITIES:** Igloo building, Viking helmet craft, ice painting, polar bear tag.
- **PLACES TO FOCUS ON:** Norway (Vikings & fjords), Canada (Inuit culture & ice fishing), Iceland (geysers & hot springs).

🎉 WEEK 8: WORLD CELEBRATION WEEK – GAMES, FOOD & FUN!

WHY IT'S FUN: A little bit of everything to celebrate global cultures!

- **ACTIVITIES:** Global trivia game, camp-wide "Olympics," world food tasting, dance party.
- **SPECIAL EVENT:** "Around the World Fair" where kids showcase crafts, food, and activities from their favorite country.


YMCA
MIAMI
YOUTH DEVELOPMENT



YOUTH DEVELOPMENT
YMCA OF SOUTH FLORIDA
900 SE 3rd Avenue, Suite 210
Fort Lauderdale, Florida 33316

To learn more about our Youth Development programs contact:

John M. Ortega, MBA
Executive Director
Youth Development Miami
JOretga@YMCASouthFlorida.org
(305) 357-4000 Ext. 1124

PREPARED FOR
NORTH BAY VILLAGE

NORTH BAY VILLAGE
EST. 1945

ymcasouthflorida.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Michelle Wilson
Brown & Brown Insurance Services, Inc. 8825 NW 21st Terrace Doral FL 33172	**PHONE (A/C, No, Ext):** (305) 714-4400 **FAX (A/C, No):** (305) 714-4401 **E-MAIL ADDRESS:** 050.edocs@bbrown.com
INSURED YMCA of South Florida Inc. 900 SE 3rd Ave Suite 210 Fort Lauderdale FL 33316-1118	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Nationwide Mutual Insurance Company 23787 **INSURER B :** RetailFirst Insurance Company 10700 **INSURER C :** Philadelphia Indemnity Insurance Company 18058 **INSURER D :** Lloyd's of London 3124848 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CL2532085252 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		GL0000007092AT	03/31/2025	03/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Corporal Punishment	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ Included
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BA0000007090AT	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CMB0000008898AT	03/31/2025	03/31/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52061182	05/19/2024	05/19/2025	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	Human Services Professional Liability Human Services Abuse or Molestation			PL0000007091AT	03/31/2025	03/31/2026	Each Professional Incident Professional Aggregate Abuse & Molestation Ea	$1,000,000 $2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer C) Directors & Officers Insurance:
Carrier: Philadelphia Insurance Companies
Policy # PHSD1871454
Effective Dates: 05/19/2024 - 05/19/2025
Directors & Officers Liability Limit: $10,000,000 Retention: $50,000 - Full Prior Acts
Employment Practices Liability Limit: $10,000,000 Retention: $50,000 - Full Prior Acts
Aggregate Limit: $20,000,000

CERTIFICATE HOLDER

The School Board of Miami-Dade County, FL
1501 N.E. 2nd Avenue
Suite 335
Miami FL 33132

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00173813

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The School Board of Miami-Dade County, FL is an additional insured with regards to General Liability and Auto Liability coverage when required by written contract. Umbrella is written on a follow form.Subject to policy terms, conditions, and exclusions.

*Miami corporate office: 790 NW 107 Ave Miami FL 33172

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Additional Named Insureds

Other Named Insureds

YMCA of South Florida	Doing Business As
Young Men's Christian Association of South FL	Additional Named Insured

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AGENCY CUSTOMER ID: 00173813

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	YMCA of South Florida Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Insurer D)
Cyber Liability
Carrier: Underwritten by Certain Underwriters at Lloyd's
Policy # ESN0340283559
Effective Date: 03/31/2025 - 03/31/2026
Limit of Liability $3,000,000 Each and every claim
Deductible $25,000 Each and every claim.

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Personal & Advertising Injury	PIADV		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	WC & Employer's liability	WCEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000	500,000	100,000			

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$23,581.40

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$160.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	TERRIOSM COV	TEROR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$3,309.95

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$43,978.37

Ref #	Description	Coverage Code	Form No.	Edition Date
	Safety Program Cr	SPCR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$6,698.18

Ref #	Description	Coverage Code	Form No.	Edition Date
	Drug Free Credit	DRUGF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$16,410.53

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
8825 NW 21st Terrace
Doral FL 33172

CONTACT NAME: Michelle Wilson
PHONE (A/C, No, Ext): (305) 714-4400 **FAX (A/C, No):** (305) 714-4401
E-MAIL ADDRESS: 050.edocs@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Nationwide Mutual Insurance Company	23787
INSURER B :	RetailFirst Insurance Company	10700
INSURER C :	Philadelphia Indemnity Insurance Company	18058
INSURER D :	Lloyd's of London	3124848
INSURER E :		
INSURER F :		

INSURED
YMCA of South Florida Inc.
900 SE 3rd Ave Suite 210
Fort Lauderdale FL 33316-1118

COVERAGES **CERTIFICATE NUMBER:** CL2532085252 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		GL0000007092AT	03/31/2025	03/31/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Corporal Punishment	$ Included
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BA0000007090AT	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CMB0000008898AT	03/31/2025	03/31/2026	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		52061182	05/19/2024	05/19/2025	[X] PER STATUTE [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Human Services Professional Liability Human Services Abuse or Molestation			PL0000007091AT	03/31/2025	03/31/2026	Each Professional Incident	$1,000,000
							Professional Aggregate	$2,000,000
							Abuse & Molestation Ea	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer C) Directors & Officers Insurance:
Carrier: Philadelphia Insurance Companies
Policy # PHSD1871454
Effective Dates: 05/19/2024 - 05/19/2025
Directors & Officers Liability Limit: $10,000,000 Retention: $50,000 - Full Prior Acts
Employment Practices Liability Limit: $10,000,000 Retention: $50,000 - Full Prior Acts
Aggregate Limit: $20,000,000

CERTIFICATE HOLDER
North Bay Village
1666 Kennedy Causeway
Suite 300
North Bay Village FL 33141

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00173813

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	YMCA of South Florida Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

RE: Summer Camp, Winter Camp, Fall Camp and Spring Camps. Teacher Planning days.

North Bay Village is an additional insured with regards to General Liability coverage when required by written contract.

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Additional Named Insureds

Other Named Insureds

YMCA of South Florida	Doing Business As
Young Men's Christian Association of South FL	Additional Named Insured

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ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Medical payments	MEDPM		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
5,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Personal & Advertising Injury	PIADV		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	WC & Employer's liability	WCEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
100,000	500,000	100,000			

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	PDIS		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$23,581.40

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$160.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	TERRIOSM COV	TEROR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$3,309.95

Ref #	Description	Coverage Code	Form No.	Edition Date
	Experience Mod Factor 1	EXP01		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$43,978.37

Ref #	Description	Coverage Code	Form No.	Edition Date
	Safety Program Cr	SPCR		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$6,698.18

Ref #	Description	Coverage Code	Form No.	Edition Date
	Drug Free Credit	DRUGF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$16,410.53

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

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AGENCY CUSTOMER ID: 00173813

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Brown & Brown Insurance Services, Inc.	YMCA of South Florida Inc
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Insurer D)
Cyber Liability
Carrier: Underwritten by Certain Underwriters at Lloyd's
Policy # ESN0340283559
Effective Date: 03/31/2025 - 03/31/2026
Limit of Liability $3,000,000 Each and every claim
Deductible $25,000 Each and every claim.

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May 14, 2026

Jenice Rosado
Deputy Village Manager/ Human Resources Director
North Bay Village
1666 Kennedy Causeway, Suite 101
North Bay Village, FL 33141

Re: Community Reinvestment Commitment to North Bay Village Families

Dear Ms. Rosado, Mr. Rollason, Mayor, and Members of the North Bay Village Commission:

On behalf of the YMCA of South Florida, we are proud to reaffirm our commitment to serving children and families in North Bay Village.

We also recognize and sincerely thank The Children's Trust of Miami-Dade for its continued investment in youth development, family support, and quality programs for children and families throughout Miami-Dade County.

For the 2026-2027 program year, beginning August 15, 2026, the YMCA is pleased to add North Bay Village as an after-school program site within its Children's Trust-supported youth development programming.

Through this partnership, the YMCA will allocate approximately $57,000 in Children's Trust-supported program funding toward reduced-cost after-school services for up to 30 North Bay Village children during the 2026-2027 program year. This investment will help make high-quality after-school programming more accessible and affordable for local families.

We look forward to continuing our work together in support of the children and families of North Bay Village.

With appreciation,

John M. Ortega, MBA
Vice-President, Youth Development
YMCA of South Florida

YMCA of South Florida
790 NW 107th Avenue, Ste. 206, Miami, FL 33172
P 305.357.4000 W www.ymcasouthflorida.org

ITEM NO. 11.D

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Jenice Rosado, Human Resources Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FOUNDATION RISK PARTNERS, CORP. FOR MEDICAL INSURANCE BROKER SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON (DEPUTY VILLAGE MANAGER / HUMAN RESOURCES DIRECTOR, JENICE ROSADO)**

RECOMMENDATION

It is recommended that the Village Commission approve the Professional Service Agreement with Foundation Risk Partner, Corp for insurance medical brokers services.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission approve a Professional Service Agreement with Foundation Risk Partner, Corp for insurance medical brokers services.

On July 27, 2020, the Village Commission adopted Resolution No. 2020-046 awarding Request for Proposal #2020-01 to Foundation Risk Partners, Corp. for the Village's insurance and medical broker services.

The Village is extremely pleased with the services provided by Foundation Risk Partners, whose team functions is a valuable extension of the Human Resources Department. They consistently deliver exceptional support to Village employees and work diligently to secure competitive insurance rates, despite the challenges associated with the Village's claims experience.

Broker compensation is paid directly by the insurance carriers through commissions, resulting in no additional cost to the Village. Accordingly, the Village is not required to allocate annual

budgetary funds for these brokerage services. For all of these reasons, it is in the best interest of the Village to continue its contractual relationship with Foundation Risk Partners for broker services for the Village's insurance plans.

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

It is recommended that the Village Commission approve the Professional Service Agreement with Foundation Risk Partner, Corp for insurance medical brokers services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Insurance brokers are compensated through commissions paid by the insurance carriers.

The Village does not incur or budget any additional annual compensation for these brokerage services.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution -Insurance Broker -Foundation Risk Partners.DOCX
Exhibit A-First Amendment To Insurance Broker Contract.DOCX
North Bay Village Services Agreement fully executed.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH FOUNDATION RISK PARTNERS, CORP. FOR MEDICAL INSURANCE BROKER SERVICES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 8, 2020, North Bay Village (the "Village") issued Request for Proposals No. 2020-001, "Insurance Broker of Records Medical/Health and Voluntary Benefits Services" (the "RFP"), for the purpose of retaining an insurance broker for the desired coverages (the "Services"); and

WHEREAS, on July 27, 2020, the Village Commission adopted Resolution No. 2020-046 awarding the RFP to Foundation Risk Partners, Corp. D/B/A Reames Employee Benefits Solutions (the "Broker") and authorizing the Village Manager to negotiate and execute an agreement for the Services; and

WHEREAS, on September 10, 2020, the Village and Broker entered into a Professional Services Agreement for the Services (the "Agreement") for an initial three-year term with up to two one-year options to renew; and

WHEREAS, to ensure continuity of the Services and avoid disruption of ongoing projects and day-to-day operations, the Village Manager recommends extending the term to allow for three additional one-year renewal options; and

WHEREAS, the Village Commission finds that it is in the Village's best interest to approve an amendment to the Agreement with the Broker for continued Services in substantially the form attached hereto as Exhibit "A" (the "First Amendment"), and authorize the Village Manager to execute the Amendment; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the First Amendment in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the First Amendment with the Broker in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

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

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
FOUNDATION RISK PARTNERS, CORP.

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the "First Amendment") is entered into as of the _____ day of _____, 2026 (the "Effective Date of First Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **FOUNDATION RISK PARTNERS, CORP.**, a Delaware corporation authorized to do business in Florida (hereinafter, the "Broker"). Collectively, the Village and the Broker are referred to as "Parties."

WHEREAS, on June 8, 2020, the Village issued Request for Proposals No. 2020-001, "Insurance Broker of Records Medical/Health and Voluntary Benefits Services" (the "RFP"), for the purpose of retaining an insurance broker for the desired coverages (the "Services"); and

WHEREAS, on July 27, 2020, the Village Commission adopted Resolution No. 2020-046 awarding the RFP to the Broker and authorizing the Village Manager to negotiate and execute an agreement for the Services; and

WHEREAS, on September 10, 2020, the Village and Broker entered into a Professional Services Agreement for the Services (the "Agreement"); and

WHEREAS, the Village wishes to extend the term of Agreement to allow for three additional one-year renewal options; and

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

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

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

2. **Amendment of Paragraph 2 of the Agreement.** Paragraph 2 of the Agreement is amended as follows:

> 2.1 This Agreement shall become effective as of the date of the last signature affixed hereto and shall run for an initial period of three (3) years, unless earlier terminated in accordance with Paragraph 8. The Village shall have the option, but not the obligation, to extend this

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

Agreement for ~~two (2)~~ five (5) additional one-year period.

3. **Amendment of Paragraph 13 of the Agreement.** Paragraph 13 of the Agreement is deleted in its entirety and replaced as follows:

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

For the Village:
Frank Rollason
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
villagemanager@nbvillage.com

With a Copy to:
Haydee S Sera, Esq.
Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce De Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com

For The Broker:
Robin Riley
Foundation Risk Partners Corp. /DBA Reames Employee Benefits Solutions, Inc.
Senior Vice President & Director of Client Services
1540 Cornerstone Boulevard, Suite 230
Daytona Beach, FL 32117

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

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

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

7. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall

constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

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

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

BROKER

By: _____

Name: _____

Title: _____

Entity: Foundation Risk Partners Corp.

PROFESSIONAL SERVICES AGREEMENT BETWEEN NORTH BAY VILLAGE AND FOUNDATION RISK PARTNERS, CORP. D/B/A REAMES EMPLOYEE BENEFITS SOLUTIONS FOR MEDICAL INSURANCE BROKER SERVICE

THIS AGREEMENT is made between **FOUNDATION RISK PARTNERS, CORP.** an active, for-profit Delaware corporation, doing business in Florida as **REAMES EMPLOYEE BENEFITS SOLUTIONS,** (hereinafter the "Broker"), and **NORTH BAY VILLAGE,** a Florida municipal corporation, (hereinafter the "Village"). Broker and Village may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, on June 8, 2020, the Village issued Request for Proposal No. 2020-01, "Insurance Broker of Records Medical/Health and Voluntary Benefits Services" (the "RFP"), for the purpose of retaining an insurance broker for the desired coverages (the "Services");

WHEREAS, electronic notices were posted on the Village's website and DemandStar, and nine (9) bids were received by the Village by the June 24, 2020 deadline, with seven (7) proposers meeting the required criteria;

WHEREAS, a four-member evaluation committee reviewed the proposals and heard oral presentations;

WHEREAS, at the July 27, 2020 Special Meeting, the Commission awarded the RFP to Broker and authorized the manager to negotiate and execute an agreement for procurement of the Services in furtherance of the Reames Employee Benefits Solutions proposal, as further delineated herein; and

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

AGREEMENT

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

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

1.1 The Broker shall furnish the Services to the Village as set forth in Exhibit "A" ("Scope of Services"), in accordance with the terms of this Agreement, Broker's Proposal to the RFP (the

"Proposal") attached hereto as Exhibit "B", and the RFP attached hereto as Exhibit "C", all of which are incorporated herein and made a part hereof by this reference.

1.2 The Parties recognize that, while the Scope of Services may not have a specific schedule, the nature Services and the Village's need for insurance before the start of Fiscal Year 2021 will have frequent and regular schedules and timelines as may be set by both the Village and Broker.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective as of the date of the last signature affixed hereto and shall run for an initial period of three (3) years, unless earlier terminated in accordance with Paragraph 8. The Village shall have the option, but not the obligation, to extend this Agreement for two (2) additional one-year periods.

3. **Compensation and Payment.**

3.1 Broker shall be entitled to be paid, a fee, pursuant to the insurance option elected by the Village as provided in the Proposal.

3.2 Fees are invoiced thirty (30) days in advance of the due date to allow sufficient time to process the invoice prior to the due date. Broker reserves the right to charge a late fee of one and one-half percent (1.5%), compounded monthly, on the portion of the balance which is considered thirty-one (31) days past due.

3.2 Broker shall not be entitled to any additional payment for any expenses incurred in completion of the initial Scope of Services. Broker shall estimate, and obtain approval from the "Village Manager" prior to incurring, any expenses that may be incurred for additional work beyond the Scope of Services.

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

4. **Sub-Contractors.**

4.1 The Broker shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Scope of Services

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

5. **Village's Responsibilities.**

5.1 Furnish to Broker, at the Broker's written request, all necessary insurance plans, existing studies, reports, personnel information and other data pertinent to the services to be provided by Broker, in possession of the Village (the "Data").

5.2 Arrange for access to and make all provisions for Broker to communicate with Village personnel for the successful enrollment into the Village's medical and supplementary insurance benefits and other voluntary benefits.

6. **Broker's Responsibilities.**

6.1 The Broker shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional Broker under similar circumstances. If at any time during the term of this Agreement or within one (1) year from the completion of the Project, it is determined that the Broker's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the Village Manager, the Broker shall at Brokers sole expense, immediately correct the work. The Village in no way assumes or shares any responsibility or liability of the Broker or Sub Broker under this agreement.

7. **Conflict of Interest.**

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

8. **Termination.**

8.1 The Village Manager may terminate this Agreement without cause upon thirty (30) days written notice to the Broker, or immediately with cause. Cause for purposes of this Agreement shall be defined as: a material breach of this Agreement which Broker fails to cure within fifteen (15) days of receiving notice from the Village of such breach; a failure on the part of Broker to adhere to the Village's reasonable requests regarding the objectives of this Agreement; and/or any act or omission of Broker that constitutes a violation of Federal, State, County, or Village law, or an act of moral turpitude.

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

8.3 In the event of termination, the Broker shall be paid for all work rendered and accepted up to the date of termination, provided that the Broker has first complied with the provisions of Paragraph 8.4.

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

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

9. **Insurance.**

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

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

10. **Nondiscrimination.**

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

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

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to an award of their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. The prevailing party shall be that party which shall have prevailed on a majority, but not necessarily all, of the material issues which were adjudicated in such proceeding.

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

12. **Indemnification**.

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

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

12.3 Ten dollars ($10.00) of the payments made by the Parties to the other Party constitutes separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Parties.

13. **Notices/Authorized Representatives.**

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

For the Village: Ralph Rosado, PhD, AICP
Village Manager
North Bay Village
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

With a Copy to: Daniel A Espino, Esq.
Weiss Serota Helfman Cole & Biermam, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Broker: Robin Riley

Foundation Risk Partners Corp. /DBA Reames Employee Benefits Solutions, Inc.
1540 Cornerstone Boulevard, Suite 230
Daytona Beach, FL 32117

14. **Governing Law**.

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

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

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

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

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

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

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

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

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

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

16.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Village.

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

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

17. **Non-assignability.**

17.1 This Agreement shall not be assignable by Broker unless such assignment is first approved by the Village Manager, except that Broker may assign this Agreement to a separate entity that acquires the assets of Broker, at the Broker's sole discretion, without any written consent or other agreement of the Village. The Village is relying upon the apparent qualifications and personal expertise of the Broker, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Representations and Warranties of Broker.**

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

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

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

20.1.3 The execution, delivery and performance of this Agreement by Broker has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Broker in accordance with its terms; and

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

21. Representations and Warranties of Village.

21.1 All information provided to Broker by Village in connection with Broker's performance of Services is or will be complete and accurate in all material respects.

21.2 Use of the information provided by Village to Broker to perform the Services will not conflict with or constitute a violation or breach of any contract or other obligation under which Village is bound or any judgment, law, rule, or governmental regulation applicable to Village.

21.3. Village herby represents, warrants, and covenants that: (i) Village has all rights and authorizations, in compliance with all applicable laws and regulations, to provide the Data to Broker and (ii) Village owns all Data and has sole responsibility and liability for the Data under all applicable laws and regulations at all times during Term and any renewal of this Agreement.

22. **Compliance with Laws.**

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

23. **Non-collusion.**

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

24. **Truth in Negotiating Certificate.**

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

25. **Waiver**

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

26. **Survival of Provisions**

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

27. **Prohibition of Contingency Fees.**

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

28. **Force Majeure**.

28.1 It is understood that performance of any act by the Village or Broker hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces as may be necessary to meet Village needs, and, in such event, the Village shall withhold payment due Contractor for such period of

time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

29. **Counterparts**

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

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

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

Attest:

By: _____
Elora Riera, CMC, Village Clerk

NORTH BAY VILLAGE

_____
Ralph Rosado, PhD, AICP, Village Manager
Date: 9/10/2020

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

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FOUNDATION RISK PARTNERS, CORP. D/B/A REAMES EMPLOYEE BENEFITS SOLUTIONS

By: _____
Name: Alan Florez
Title: Public Entity Practice Leader
Date: 9/10/2020

Exhibit "A"

SCOPE OF SERVICES
Section 3.1 of the RFP

3.1 BACKGROUND INFORMATION

North Bay Village is requesting proposals from brokers of record that can serve and assist the Village with handling the employee benefit plans. North Bay Village has approximately 88 employees and retirees participating in the benefit plans.

The benefit plans include the following, but it is not limited to:

- Health Insurance
- Medical Insurance
- Dental Insurance
- Vision Insurance
- Long Term Disability
- Short Term Disability
- Voluntary Life Insurance and Accidental Death & Dismemberment Group Life Insurance and Accidental Death & Dismemberment
- Accident and Hospital, Critical Care, and Cancer Insurance
- Employee Assistance Programs

North Bay Village is requesting proposals for a Broker and Agent of Record to coordinate its health insurance and ancillary products from reputable insurance carriers.

This RFP is for all of the Village's services related to employee health, disability, life, dental, vision, short/long term disability and other related benefits programs. The purpose of this RFP is to seek qualified brokers to assist with the strategic plan, design and negotiation of the most cost effective programs as well as the implementation and ongoing service.

The Village has approximately 88 FTEs and is constantly competing to recruit and retain the best employees possible. We seek to offer financially competitive and affordable benefit programs to our employees.

The selected vendor will provide a full range of services including but not limited to innovative benefit plan designs, funding alternatives, risk identification, risk exposures, insurance placement and enrollment, written analysis and recommendations.

The scope of services includes, but is not limited to, expert assistance of the following: Conducting on-site Open Enrollment, communication and interpretation of materials detailing plan coverage specifics, employee eligibility verification, periodical Wellness events/talks/fairs, financial and actuarial consultation, monthly claims/utilization assistance and reporting, ensuring legal compliance at all levels and any other value-added services or capacities that will result in superior Broker/Agent of Record services to North Bay Village.

North Bay Village is seeking proposals from qualified vendors to provide broker/agent of record services. The selected Proposer must provide a superior level of service at an acceptable net cost to the Village and its employees.

- **Specific responsibilities include but are not limited to the following:**

1. Prepare an Annual Stewardship Report, including complete accounting of fees and d/or commissions earned on the account, observations on relevant changes in the insurance market, view on loss exposures facing North Bay Village, loss control activities and insurance policy summaries.

2. Solicit and negotiate plan proposals and rate quotes from existing and alternate insurance carriers for annual renewals. Maintain contact with insurance markets which are interested, available, and qualified to provide products and services to the Village and identify opportunities to improve the products or services or reduce costs.

3. Provide thorough analysis and recommendations for both cost-saving and benefit enhancement options, to include scope of plan design changes (both new and non-traditional approaches), impact on plan cost, value-added services, etc.

4. Conduct annual open enrollment benefits meetings for all employees, including preparation and presentation of annual benefits plan status report.

5. Prepare Employee Benefit Guides detailing, but not limited to, the following: Pertinent provider information, health plan benefits, dental plan overview, life insurance, qualifying events, important phone numbers, etc.

6. Maintain an active and ongoing relationship with the service providers/insurance carriers to ensure smooth operation and delivery of benefits as well as facilitating prompt review and resolution of plan and claims administration issues.

7. Make regularly scheduled visits to the Village to respond to questions, solve problems, hold periodical Wellness talks and assist with benefit administration.

8. Provide a team of servicing representatives available to the Village on an ongoing basis.

9. Provide plan design and financial management performance updates throughout the plan year via detailed analysis, review, and evaluation of utilization, claims, cost, and trends.

10. Assist with development and design of year-round informational materials, payroll stuffers, employee meetings, Annual Wellness Fair, etc. to maximize employees' knowledge and understanding of how to be the best consumer of the employee benefits plan.

11. Coordinate and conduct health fairs and prepare all necessary materials.

12. Coordinate and attend monthly new hire orientation meetings.

13. Assist with compliance issues, including but not limited to: OPEB, COBRA, Section 125 Cafeteria Plan, HIPAA, FMLA, Healthcare Reform issues, and o ther state and/or federal mandated benefits and serve as a resource to the Village's Human Resources staff on same.

14. Inform the Village of current issues in the area of benefit law and administration including advice regarding HIPPA, COBRA, Medicare, Healthcare Reform and other similar state and federal laws that govern group insurance programs. The successful proposer shall have access to qualified staff or outside employee benefits legal counsel at no cost to the Village.

15. Keep the Village abreast of changes in statutory and regulatory changes. Review pending legislation and report to the Village of any impact it may have on existing or future benefits to include bearing the cost and expense for the reproduction of any copyrighted materials necessary for such performance.

16. Inform the Village's Human Resources Department of changing legislation and legal decisions affecting employee benefits. Advise on and discuss methods to comply with these changes.

17. Provide compliant COBRA administration services internally or via third party, to include responsibility for all COBRA notification obligations, premium collection, and provide documentation/reporting of same.

18. Coordinate provision of Section 125 Administration services internally or via third party.

19. Provide an online benefits enrollment source that allows employees and employers to access, enroll and manage their benefits. Software must allow for interface with benefit providers enrollment software, either directly or through reports, to allow for paperless enrollment for each benefit option.

20. A review of the Village's flexible spending account program to include the solicitation, analysis, review, and recommendation of account administration firms and plan design.

21. Assist the Human Resources Department with the dispute, changes, and reconciliation of billing invoices.

22. Assist with budget projections on future costs of benefit programs to include the determination of contribution structures for the Village and for active and retired employees; assisting in plan/claim projections or forecasts for all health or wellness related costs; and plan and develop or create cost savings measures or recommendations necessary for future plan performance.

23. Provide responsive customer service in answering questions about coverage, assisting with securing coverage and completion of paperwork required by the Village's Human Resources Department and the employees insured and their insured dependents. It is expected that when contacted by the Village, the assigned Broker makes contact via email or telephone the same day when possible or within 24 hours of a call/email to acknowledge receipt and schedule time to discuss or handle the issue/question at hand.

24. Any other duties critical to the proper formation of the Village's benefits package and its optimal operation and participation.

25. Comply with Section 112.08 Florida Statutes and the Village's procurement codes and procedures for obtaining insurance coverages.

26. Assist the Village in preparing for and conducting open enrollment including providing a full functioning on-line enrollment administration system if requested by the Village. The on-line enrollment administration system shall include an on-line open enrollment function and the capability to allow plan participants to make eligible changes to their benefits throughout the plan year and provide report making capabilities to allow the Village and benefit provider(s) to track changes and run reports as needed.

27. As needed, perform all professional services related to negotiating the best RFP from the benefits vendor submittals. Prepare summary reports with comparative analysis of all RFP's submitted including plan design, rates, networks and service guarantees.

- **Policy Review and Coverage Verification:**

1. Ensure that all insurance policies provided by insurers conform to the requested coverage and these policies are provided to the Village within 45 days after inception of coverage.

2. Review and evaluate new and renewal policies, endorsements or related documents affecting coverage, services, or cost.

3. Prepare analysis and recommendations of coverage being offered, including financial strength of insurer, limits, retentions, coverages, exclusions, and pricing.

4. Verify all policy terms, conditions, and premium calculations before delivering policies and/or endorsements to the Village.

5. Verify all requested changes and premium changes, including any subsequent audits.

6. Ensure that the Village's employee benefits insurance coverage complies at all times with any and all state and federal laws and regulations.

7. Obtain and analyze periodic reports of claims utilization and other pertinent information from service providers. Identify claim trends and anomalies in a timely manner and prepare recommendations to the Village on actions to be taken, if any.

8. Assist the Village in reviewing, processing and administering all employees claim issues.

9. Assist the Village with benefits plan administration, wellness and preventive insurance management and provide information on new laws, regulations and procedures in the area of benefit administration.

10. Coordinate and participate in the implementation and annual enrollment process and employee meetings. Assist in the review and/or creation of enrollment materials to enhance the overall perceived value of the benefits.

11. Provide the Village with reasonable preliminary renewal figures during the budget process.

12. Attend upon request, Village meetings, budget meetings, and other negotiation meetings, whenever necessary.

13. Assist the Village with required employee presentations, education sessions, and organizing health fairs/wellness or other preventative health presentations.

14. The vendor ultimately selected through this RFP will be responsible for assisting the Village with all aspects of its benefit consulting/agent services and for the management of all aspects of the Village's benefits insurance programs listed above.

15. Identifying issues and exposures and negotiating on the Village's behalf with insurance carriers; keeping the Village informed of significant developments affecting its insurance coverage. The selected vendor as the Village's Agent shall be authorized to represent and assist the Village in discussions and transactions with all insurance carriers, provided that the Agent shall not place any insurance on behalf of the Village unless so authorized in writing by the Village.

16. Following up with insurance carriers for timely issuance of policies.

17. Assist the Village in ensuring that the contractual benefits are delivered and performed as agreed.

18. Reviewing policies and endorsements for accuracy and conformity to specifications and negotiated coverage.

- **All annual rate renewal reports shall include the following:**

1. Executive Summary – include key findings and recommendations; (recommendations can include, in addition to rate actions, the removal of plans or corrective actions, new benefit recommendations or deletions of outdated policies, and revised programs, updates on Healthcare Reform and historical highlights (overall historical trends in membership).

2. Analysis of enrollment history claims trends and heath care trends including methodology used for claims analysis and prediction trend.

3. Financial Projections – determination of past period to project need for renewal.

4. Development of Rate Renewal – analysis will include identification of plan costs and utilization trends and how those trends parallel or vary from known general experience for other carriers Statewide.

5. Presentation of Premium Rates.

6. Assist in preparation of educational materials. Provide assistance in technical writing and plan highlights as requested.

7. Annually submit Schedule A and form 5500 to the Village.

8. Assist the Village with ACA regulations compliance, including processing 1094 / 1095 forms.

- **Advise and Assist Village with:**

1. Writing Employee benefits plan modification and/or new benefits plans and any required amendment approval process.

2. Submission of written reports and other documents as required by State and/or Federal Government.

3. Coordination of Annual Employee Wellness Program.

4. Provide Summary of Benefits.

5. Onsite Enrollment presentations.

6. Employee Self Service enrollment.

7. COBRA Administration.

8. Education to provide information and promote lower out-of-pocket costs.

9. Provide seminars and programs as needed for smoking, fitness, exercise, nutrition and heart health.

- **Perform special projects as requested by the Village, including but not limited to:**

1. Development and assistance in the implementation of new insurance plans.

2. Assistance with adjudication of specific claims as requested by the Village.

3. Recommendation of alternative benefit designs or delivery systems as dictated by emerging plan costs for benefits practices.

ITEM NO. 11.E

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Haydee Sera, Village Attorney

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2021-009; AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission approve the proposed Amendment to the Professional Services Agreement with CAP Government, Inc. as presented and the budget amendment.

BACKGROUND AND ANALYSIS

On October 12, 2021, the North Bay Village (the "Village") Commission adopted a resolution approving an agreement with C.A.P. Government, Inc., (the "Consultant") pursuant to Request for Proposals No. 2021-009 (the "RFP") for Building Department Services (the "Services").

Pursuant to the Resolution, on October 14, 2021, the Village entered into an agreement with the Consultant for the Services for an initial three-year term with up to three one-year option terms (the "Agreement"). The Village is currently in the second one year renewal term of the Agreement. If all renewal terms are utilized, the Agreement is scheduled to expire on October 13, 2027.

To ensure continuity of the Services and avoid disruption of ongoing projects or day-to-day operations, the Village Manager recommends that the term be extended by adding four renewal years.

The original term of the Agreement was from October 14, 2021 through October 13, 2024 (initial 3 year term). The original renewal terms are:

- October 14, 2024 to October 13, 2025 (1 st Renewal)
- October 14, 2025 to October 13, 2026 (2 nd Renewal)
- October 14, 2026 to October 13, 2027 (3 rd Renewal)

The proposed additional renewal terms are:

- October 14, 2027 to October 13, 2028 (4 th Renewal)
- October 14, 2028 to October 13, 2029 (5 th Renewal)
- October 14, 2029 to October 13, 2030 (6 th Renewal)
- October 14, 2030 to October 13, 2031 (7th Renewal)

In addition to adding additional renewal terms, the Agreement has been renegotiated to simplify the calculations for compensation to the Consultant. See Amendment of Paragraph 3 of the Agreement.

Budget Amendment-Building Department

It is recommended that the Village Commission approve a Budget Amendment for the Building Department's Building Permits Revenue account. The FY 2025-26 budget was originally adopted with projected permit revenues of $2.25 million and professional services expenditures of $1.062 million. Due to permit activity significantly exceeding projections, revenues are now anticipated to total approximately $5.301 million. To properly account for this increase and cover costs associated with higher permit volume, staff is requesting a budget amendment to recognize the additional revenue and increase expenditures by $3,526,895 for contractual services and other permit-related operational costs. The proposed budget amendment is presented in Exhibit A.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Fund Name: Building Fund
GL Line-Item Number: GL#111-25-524-3160 Professional Services
Total Original Budget Allocated: $1,062,000
Total Amended Budget: $ 3,526,895
Total Activity Year-To-Date: $2,926,895
Remaining Balance: $ 600,000

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - CAP PSA Amendment - Budget Amendment.DOCX
Reso Ex A - PSA First Amendment - CAP Building Services.DOCX
Reso Ex B - Budget Amendment Building Department.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 2021-009; AMENDING THE BUDGET FOR FISCAL YEAR 2025-2026; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 12, 2021, the North Bay Village (the "Village") Commission adopted a resolution approving an agreement with C.A.P. Government, Inc., (the "Consultant") pursuant to Request for Proposals No. 2021-009 (the "RFP") for Building Department Services (the "Services"); and

WHEREAS, pursuant to the Resolution, on October 14, 2021, the Village entered into an agreement with the Consultant for the Services for an initial three-year term with up to three one-year option terms (the "Agreement"); and

WHEREAS, to ensure continuity of the Services and avoid disruption of ongoing projects or day-to-day operations, the Village Manager recommends adding four one year extensions to the Agreement upon the same terms and conditions to provide the ability to renew the Agreement through as late as October 13, 2031 and to revise how the Consultant is compensated, as the process of competitive bidding and competitive proposals is not in the best interest of the Village; and

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

WHEREAS, on September 29, 2025, the North Bay Village (the "Village") Commission adopted Resolution No. 2025-090 approving the budget for fiscal year 2025-2026 (the "Budget"); and

WHEREAS, pursuant to Section 166.241, Florida Statutes, the Village Commission may amend a budget at any time within a fiscal year; and

WHEREAS, pursuant to Section 35.21 of the Village Code of Ordinances and Florida Law, the Village Commission desires to amend the Budget consistent with the staff memorandum accompanying this resolution by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Amendment in substantially the form attached hereto as Exhibit "A."

Section 3. Authorization. That the Village Commission hereby authorizes the Village Manager to execute the Amendment with the Consultant in substantially the form attached hereto as Exhibit "A," subject to the final approval of the Village Attorney as to form, content, and legal sufficiency.

Section 4. Amending Budget. That the Village Commission hereby approves an amendment to the budget by authorizing the line item transfers as further provided in Exhibit "B" attached hereto and incorporated herein.

Section 5. Implementation. That the Village Manager and Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
C.A.P. GOVERNMENT, INC.

THIS FIRST AMENDMENT to the **PROFESSIONAL SERVICES AGREEMENT** (the "First Amendment") is entered into as of the ____ day of _____, 2026 (the "Effective Date of First Amendment"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **C.A.P. GOVERNMENT, INC.**, a Florida corporation (hereinafter, the "Consultant"). Collectively, the Village and the Consultant are referred to as "Parties."

WHEREAS, on October 14, 2021, the Village and Consultant entered into a Professional Services Agreement for Building Department Services (the "Agreement"); and

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

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

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

2. **Amendment of Paragraph 2 of the Agreement.** Paragraph 2 of the Agreement is amended as follows:

> **2. Term/Commencement Date.**
>
> The term of this Agreement shall be from the Effective Date through three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for ~~three~~ seven additional one-year terms (with each renewal term beginning October 14 of the calendar year and ending October 13 of the following year and the last possible renewal term concluding October 13, 2031) using the same terms as set forth herein upon written notice to the Consultant.

3. **Amendment of Paragraph 3 of the Agreement.** Paragraph 3 of the Agreement is amended as follows:

> **3. Compensation and Payment.**

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

~~3.1.~~ For all Services provided by Consultant as described in Exhibit A, the Village shall pay Consultant on a ~~calendar~~ monthly basis a fee equal to seventy (70%) percent of all Building and Permitting Fees collected. ~~as follows:~~

~~(a) If gross calendar monthly building permit fees total $0.00 to $50,000.00, Consultant's monthly percentage of such fees shall be 70%.~~

~~(b) If gross calendar monthly building permit fees exceed total $50,000.01 to $150,000, Consultant shall be paid $35,000 and 65% of the monthly building permit fees exceeding $50,000.01 to $150,000.~~

(c) ~~If gross calendar monthly building permit fees exceeds $150,000.01, Consultant shall be paid $100,000 and 60% of all monthly building permit fees exceeding $150,000.01.~~

These Building and Permitting fees exclude zoning, planning, impact fees and other non-building department type fees that may be collected as part of the processing of a Building Department application. The Village shall retain the balance of the Building and Permitting Fees not paid to the Consultant. Fines, fees, and double permit fees generated from Village Code Enforcement ~~employees~~ processes shall also be excluded.

On ~~individual~~ Building and Permitting Fees collected on projects with permit fees of more than ~~$75,000~~ $100,000.00, the Village shall pay the Consultant 70% of all Building and Permitting Fees collected. These fees shall be paid according to the following payment schedule:

1. Fifty percent (50%) of the fees collected shall be paid upon the issuance of the Building Permit (i.e. the completion of the plans review process).

2. Forty percent (40%) of the fees collected shall be paid in equal monthly installments for the duration of the construction of the project (i.e. duration of the project will be determined by a mutual agreement between the Village and Consultant upon completion of the plans review process). If at any time the construction of a project ceases for any unforeseen reason, the Village and Consultant agree that the Consultant will cease to receive payments from the forty percent of the fees until the project resumes.

3. The last ten percent (10%) of the fees collected shall be paid at the time of issuance of the ~~Temporary~~ Certificate of Occupancy or a certificate of completion ~~or final inspection~~ or abandonment.

3.2. ~~Most Favored Nation. If during the term of this Agreement, Consultant enters into an agreement with another municipality with a population under ten thousand (10,000) ("Other Governmental Entity"), the terms of which agreement include direct or indirect compensation to the Other Governmental Entity, then upon written request of the Village, Consultant shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Consultant shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately. This would apply for both the fee split formula expressed in Section 3.1 as well as the hourly staff rates in Exhibit B.~~

3.3. Consultant shall deliver an invoice to Village within the first seven (7) calendar days of the month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

   a. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

   b. **Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan

List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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

e. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

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

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

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

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

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Frank Rollason, Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
hsera@wsh-law.com (email)

C.A.P. GOVERNMENT, INC.

By: _____
Carlos A. Penin, P.E.
President

Addresses for Notice:
Carlos A. Penin, P.E., President
C.A.P. Government Inc.
343 Almeria Avenue
Coral Gables, Florida 33134
_____(telephone)
_____(email)

With a copy to:
C.A.P. Government Inc.
16800 Greenspoint Park Dr., Suite 300
Houston, TX 77060
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

_____
Print Name: _____
Title: _____
Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

Title: _____

_____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

Budget Amendment Form

Department	Date
Building Department	06/25/2025

Fund(s) to be changed:

GL Account	GL Line Item	Original Budget	Revised Budget	Difference
111-00-322-3221	Building Permits	$ (2,250,000)	$ (4,714,895)	$ (2,464,895)
111-25-524-3160	Professional Services	$ 1,062,000	$ 3,526,895	$ 2,464,895
TOTAL (Columns must be equal)		$ (1,188,000.00)	$ (1,188,000.00)	$ -

Description:

The FY 2025-26 budget was originally adopted with projected permit revenues of $2.25 million and professional services expenditures of $1.062 million. Due to permit activity significantly exceeding projections, revenues are now anticipated to total approximately $5.201 million. To properly account for this increase and cover costs associated with higher permit volume, staff is requesting a budget amendment to recognize the additional revenue and to increase expenditures by $3,526,895 for contractual services and other permit related operational costs.

Department Director: for Keikini Date: 6/22/26

Chief Financial Officer: Date: 6/22/26

Village Manager: Date: 6/22/26

North Bay Village, FL

Budget Report
Account Summary
For Fiscal: 2025-2026 Period Ending: 09/30/2026

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - BUILDING FEES FUND								
Revenue								
RevCategory: 32 - Licenses, Fees & Permits								
111-00-322-3161	Education Fee	0.00	0.00	0.00	26.50	0.00	26.50	0.00 %
111-00-322-3221	Building Permits	2,250,000.00	2,250,000.00	0.00	5,201,065.90	0.00	2,951,065.90	231.16 %
111-00-322-3222	Electrical Permits	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	100.00 %
111-00-322-3223	Plumbing Permits	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	100.00 %
111-00-322-3225	Mechanical Permits	25,000.00	25,000.00	0.00	0.00	0.00	-25,000.00	100.00 %
111-00-322-3227	Miscellaneous Permits	65,000.00	65,000.00	0.00	33,000.00	0.00	-32,000.00	49.23 %
	RevCategory: 32 - Licenses, Fees & Permits Total:	**2,390,000.00**	**2,390,000.00**	**0.00**	**5,234,092.40**	**0.00**	**2,844,092.40**	**119.00%**
RevCategory: 34 - Charges for Services								
111-00-342-3425	Plans Review	8,000.00	8,000.00	0.00	45,132.50	0.00	37,132.50	564.16 %
	RevCategory: 34 - Charges for Services Total:	**8,000.00**	**8,000.00**	**0.00**	**45,132.50**	**0.00**	**37,132.50**	**464.16%**
RevCategory: 36 - Miscellaneous Revenues								
111-00-369-3699	Other Miscellaneous Revenues	40,000.00	40,000.00	0.00	28,238.75	0.00	-11,761.25	29.40 %
	RevCategory: 36 - Miscellaneous Revenues Total:	**40,000.00**	**40,000.00**	**0.00**	**28,238.75**	**0.00**	**-11,761.25**	**29.40%**
RevCategory: 38 - Other Sources & Transfers In								
111-00-381-3802	Transfer in from Technology Surcharge	50,000.00	50,000.00	0.00	0.00	0.00	-50,000.00	100.00 %
111-00-381-3804	Transfer in from Education Fees	3,000.00	3,000.00	0.00	0.00	0.00	-3,000.00	100.00 %
111-00-389-3890	Appropriation of Fund Balance	-141,004.00	-141,004.00	0.00	0.00	0.00	141,004.00	0.00 %
	RevCategory: 38 - Other Sources & Transfers In Total:	**-88,004.00**	**-88,004.00**	**0.00**	**0.00**	**0.00**	**88,004.00**	**100.00%**
	Revenue Total:	**2,349,996.00**	**2,349,996.00**	**0.00**	**5,307,463.65**	**0.00**	**2,957,467.65**	**125.85%**
Expense								
Department: 524 - PROTECTIVE INSPECTIONS								
Object: 10 - Personnel Costs								
111-25-524-1200	Regular Salaries	318,073.00	318,073.00	0.00	186,875.79	0.00	131,197.21	41.25 %
111-25-524-1400	OverTime	0.00	0.00	0.00	367.82	0.00	-367.82	0.00 %
111-25-524-1600	Compensation Personnel	17,830.00	17,830.00	0.00	408.36	0.00	17,421.64	97.71 %
111-25-524-2100	Fica	24,529.00	24,529.00	0.00	13,946.46	0.00	10,582.54	43.14 %
111-25-524-2200	Retirement Contributions	69,900.00	69,900.00	0.00	27,307.49	0.00	42,592.51	60.93 %
111-25-524-2300	Health, Life, Dental	77,463.00	77,463.00	0.00	34,722.64	0.00	42,740.36	55.18 %
111-25-524-2400	Workers Compensation	402.00	402.00	0.00	301.50	0.00	100.50	25.00 %
	Object: 10 - Personnel Costs Total:	**508,197.00**	**508,197.00**	**0.00**	**263,930.06**	**0.00**	**244,266.94**	**48.07%**

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Object: 30 - Operating								
111-25-524-1530	Longevity	750.00	750.00	0.00	2,750.00	0.00	-2,000.00	-266.67 %
111-25-524-2701	Cost Allocation for Building	467,643.00	467,643.00	38,970.25	467,643.00	0.00	0.00	0.00 %
111-25-524-3116	Bank/Merchant Fees	15,000.00	15,000.00	0.00	13,672.50	0.00	1,327.50	8.85 %
111-25-524-3131	Contract Services-Data Processing	95,600.00	95,600.00	0.00	8,005.00	0.00	87,595.00	91.63 %
111-25-524-3160	Professional Services	1,062,000.00	1,062,000.00	0.00	2,926,894.93	0.00	-1,864,894.93	-175.60 %
111-25-524-4101	Communication Services	1,920.00	1,920.00	0.00	0.00	0.00	1,920.00	100.00 %
111-25-524-4201	Postage	2,500.00	2,500.00	0.00	1,259.50	0.00	1,240.50	49.62 %
111-25-524-4403	Building Rental/Lease	85,549.00	85,549.00	0.00	64,307.80	19,292.31	1,948.89	2.28 %
111-25-524-4700	Printing & Binding	2,500.00	2,500.00	0.00	691.97	1,700.92	107.11	4.28 %
111-25-524-5100	Office Supplies	10,000.00	10,000.00	0.00	1,665.18	0.00	8,334.82	83.35 %
111-25-524-5215	Copy Machine Lease	2,016.00	2,016.00	0.00	1,668.00	984.00	-636.00	-31.55 %
111-25-524-5340	Travel, Conferences & Meetings	10,000.00	10,000.00	0.00	8,570.64	0.00	1,429.36	14.29 %
111-25-524-5360	Telephone	4,500.00	4,500.00	0.00	2,984.38	2,184.82	-669.20	-14.87 %
111-25-524-5405	Dues, Subscriptions & Memberships	100.00	100.00	0.00	35.00	0.00	65.00	65.00 %
	Object: 30 - Operating Total:	**1,760,078.00**	**1,760,078.00**	**38,970.25**	**3,500,147.90**	**24,162.05**	**-1,764,231.95**	**-100.24%**
Object: 60 - Capital Outlay								
111-25-524-6410	Office Equipment	81,721.00	81,721.00	0.00	81,721.00	0.00	0.00	0.00 %
	Object: 60 - Capital Outlay Total:	**81,721.00**	**81,721.00**	**0.00**	**81,721.00**	**0.00**	**0.00**	**0.00%**
	Department: 524 - PROTECTIVE INSPECTIONS Total:	**2,349,996.00**	**2,349,996.00**	**38,970.25**	**3,845,798.96**	**24,162.05**	**-1,519,965.01**	**-64.68%**
	Expense Total:	**2,349,996.00**	**2,349,996.00**	**38,970.25**	**3,845,798.96**	**24,162.05**	**-1,519,965.01**	**-64.68%**
	Fund: 111 - BUILDING FEES FUND Surplus (Deficit):	**0.00**	**0.00**	**-38,970.25**	**1,461,664.69**	**-24,162.05**	**1,437,502.64**	**0.00%**
	Report Surplus (Deficit):	**0.00**	**0.00**	**-38,970.25**	**1,461,664.69**	**-24,162.05**	**1,437,502.64**	**0.00%**

Group Summary

Object	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - BUILDING FEES FUND							
Revenue							
RevCategory: 32 - Licenses, Fees & Permits							
	2,390,000.00	2,390,000.00	0.00	5,234,092.40	0.00	2,844,092.40	119.00%
RevCategory: 32 - Licenses, Fees & Permits Surplus (Deficit):	**2,390,000.00**	**2,390,000.00**	**0.00**	**5,234,092.40**	**0.00**	**2,844,092.40**	**-119.00%**
RevCategory: 34 - Charges for Services							
	8,000.00	8,000.00	0.00	45,132.50	0.00	37,132.50	-464.16%
RevCategory: 34 - Charges for Services Surplus (Deficit):	**8,000.00**	**8,000.00**	**0.00**	**45,132.50**	**0.00**	**37,132.50**	**-464.16%**
RevCategory: 36 - Miscellaneous Revenues							
	40,000.00	40,000.00	0.00	28,238.75	0.00	-11,761.25	29.40%
RevCategory: 36 - Miscellaneous Revenues Surplus (Deficit):	**40,000.00**	**40,000.00**	**0.00**	**28,238.75**	**0.00**	**-11,761.25**	**29.40%**
RevCategory: 38 - Other Sources & Transfers In							
	-88,004.00	-88,004.00	0.00	0.00	0.00	88,004.00	100.00%
RevCategory: 38 - Other Sources & Transfers In Surplus (Deficit):	**-88,004.00**	**-88,004.00**	**0.00**	**0.00**	**0.00**	**88,004.00**	**100.00%**
Revenue Surplus (Deficit):	**2,349,996.00**	**2,349,996.00**	**0.00**	**5,307,463.65**	**0.00**	**2,957,467.65**	**-125.85%**
Expense							
Department: 524 - PROTECTIVE INSPECTIONS							
10 - Personnel Costs	508,197.00	508,197.00	0.00	263,930.06	0.00	244,266.94	48.07%
30 - Operating	1,760,078.00	1,760,078.00	38,970.25	3,500,147.90	24,162.05	-1,764,231.95	-100.24%
60 - Capital Outlay	81,721.00	81,721.00	0.00	81,721.00	0.00	0.00	0.00%
Department: 524 - PROTECTIVE INSPECTIONS Total:	**2,349,996.00**	**2,349,996.00**	**38,970.25**	**3,845,798.96**	**24,162.05**	**-1,519,965.01**	**-64.68%**
Expense Total:	**2,349,996.00**	**2,349,996.00**	**38,970.25**	**3,845,798.96**	**24,162.05**	**-1,519,965.01**	**-64.68%**
Fund: 111 - BUILDING FEES FUND Surplus (Deficit):	**0.00**	**0.00**	**-38,970.25**	**1,461,664.69**	**-24,162.05**	**1,437,502.64**	**0.00%**
Report Surplus (Deficit):	**0.00**	**0.00**	**-38,970.25**	**1,461,664.69**	**-24,162.05**	**1,437,502.64**	**0.00%**

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
111 - BUILDING FEES FUND	0.00	0.00	-38,970.25	1,461,664.69	24,162.05	1,437,502.64
Report Surplus (Deficit):	**0.00**	**0.00**	**-38,970.25**	**1,461,664.69**	**-24,162.05**	**1,437,502.64**

ITEM NO. 11.F

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH CREECE COACHING AND CONSULTING, LLC FOR RECREATION MANAGEMENT SERVICES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE - VILLAGE MANAGER, FRANK ROLLASON**

RECOMMENDATION

It is recommended that the Village Commission adopt the resolution approving an agreement with Creece Coaching and Consulting, LLC for recreation management services.

BACKGROUND AND ANALYSIS

On November 9, 2023, the Village Commission adopted Resolution No. 2023-142, approving an Agreement with Creece Coaching & Consulting, LLC to provide after-school sports programming. The Village wishes to continue retaining the provider's services and expand the scope of the original agreement for Recreation Management Services.

Key highlights of the proposed amendment are:

1. Soccer, and/or after-school activities, sports programming, sports leagues, instructional classes, and other recreation programming as assigned by the Village to the Consultant.
2. Recommending and implementing new quarterly recreation events that are approved by the Village Manager or his or her designee.
3. Assisting Village staff and personnel with carrying out community events and recreational programs, including, without limitation, the Village soccer, flag football, and basketball programs.
4. Developing and/or implementing recreational programming for youth and/or adults as recommended or directed by the Village Manager or his or her Designee.
5. Ensuring participants sign in prior to participating in any recreational programming and

submitting sign-in forms by e-mail to the Village after each class/session.
6. Maintaining and coordinating all registrations for soccer programing through an online registration platform designated by the Village Manager or his or her designee and submitting monthly reports detailing recreational programming registrations at the end of each month by e-mail.
7. Providing and collecting all recreational programming participation forms, including liability waiver and release forms, from participants in the Services and transmitting such forms to the Village.
8. Monitoring and reporting any maintenance and/or operational issues or deficiencies relating to Village-owned facilities and properties where recreation programming is offered.
9. Within the first two (2) weeks of each program year, Consultant shall provide the Village with a written schedule identifying all practice dates for the Saturday Soccer and Competitive Recreational Soccer programs, as well as anticipated dates of no practice.
10. All recreation programming conducted by Consultant under this Agreement shall be suspended during Village-sponsored events.
11. Consultant shall be solely responsible for timely communication of all practice or program cancellations or rescheduling to participants and their families. Consultant shall immediately notify the Village of any cancellations or rescheduling.
12. Any affiliation with the U.S. Soccer Foundation or any other club, organization, or entity providing grants, sponsorships, or financial support for programming operated by Consultant shall be held solely in the name of Consultant's legal entity and not in the name of the Village. Consultant shall not represent that the Village is a member, affiliate, or recipient of such funding unless expressly authorized in writing by the Village.

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

It is recommended that the Village Commission approve the new Professional Service Agreement with Creece Coaching & Consulting, LLC for recreational management services.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: General Fund
GL Line-Item Number: 001.72.572.3136
Total Budget Allocated: $50,000
Year-To-Date Activity: $33,333.36
Remaining Balance: $16,666.64

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Approving Creece Coaching Agreement.DOCX
Exhibit A-PSA -Creece Coaching-Clean 06.09.2026.DOCX

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH CREECE COACHING AND CONSULTING, LLC FOR RECREATION MANAGEMENT SERVICES; WAIVING COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, North Bay Village (the "Village") offers recreational programming for Village residents; and

WHEREAS, on August 30, 2022, the Village Commission adopted Resolution No. 2022-064 approving an agreement with Creece Coaching & Consulting, LLC (the "Provider") for recreation management services relating to soccer programs (the "Services"); and

WHEREAS, the Village desires to enter into a new agreement with the Provider, which Services include, but are not limited to, the coordination and management of the Village's afterschool activities, sports programming, sports leagues, instructional and fitness classes, and other recreation programming services; and

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

WHEREAS, the Village Commission finds that the Provider is familiar with the Village's recreational needs and, in order to ensure that the Services are implemented and made available expeditiously to the community, the Village Commission finds that the process of competitive bidding and proposals for the Services is not in the best interest of the Village; and

WHEREAS, pursuant to the recommendation of Village staff, the Village Commission desires to approve a new agreement with the Provider for the Services, waive the competitive procurement requirements of the Village Code pursuant to Section 36.25(L) of the Village Code, and authorize the Village Manager to execute an agreement with the Provider in substantially the form attached hereto as Exhibit A (the "Agreement") in an amount not to exceed budgeted funds; and

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

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

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

Section 2. Approval. That the Village Commission hereby approves the Agreement with the Provider for the Services in substantially the form attached as Exhibit "A."

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

Section 4. Authorization. That the Village Commission authorizes the Village Manager to execute the Agreement with the Provider in an amount not to exceed budgeted funds in substantially the form attached hereto as Exhibit "A," subject to approval by the Village Attorney as to form, content, and legal sufficiency, and to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

CREECE COACHING & CONSULTING, LLC

THIS AGREEMENT (this "Agreement") is made effective as of the _____ day of _____, 2026 (the "Effective Date"), by and between **NORTH BAY VILLAGE, FLORIDA,** a Florida municipal corporation, (the "Village") and **CREECE COACHING & CONSULTING, LLC,** a Florida limited liability company (hereinafter, the "Consultant").

WHEREAS, the Village desires recreation management services, including coordination and management of afterschool activities, sports programming, sports leagues, instructional classes, and other recreation programming for the Village, all as set forth in further detail in the Proposal attached hereto as Exhibit "A" (the "Services"); and

WHEREAS, the Village and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Consultant agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Services").

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through September 30, 2028, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for 3 additional 1-year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

3.1. Compensation for Services provided by Consultant shall be in the amount of $50,000.00 annually, payable in twelve equal monthly installments, in accordance with the Proposal attached hereto as Exhibit "A." Revenues generated from the collection of registration fees and non-resident surcharge fees from participants for the Services shall be split between the Village and Consultant in accordance with Exhibit "A" within fifteen days after the end of each fiscal year quarter.

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

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

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to

conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately for cause.

8.2. **Termination for Convenience**. In the event of termination without cause, the Consultant shall be entitled to payment for all Services accepted by the Village Manager through the effective date of termination and an amount equal to fifty percent (50%) of the remaining Base Compensation due for the then-current contract year.

8.3. **Termination for Cause**. For purposes of this Agreement, "cause" shall include any violation of this Agreement, including, but not limited to, failure to perform the Services in accordance with this Agreement, failure to comply with applicable laws, rules, certifications, or regulations, material misrepresentation or fraud, failure to maintain required licenses or insurance, or any other material breach or default under this Agreement. In the event of termination for cause, the Consultant shall not be entitled to compensation beyond payment for Services accepted by the Village Manager through the effective date of termination.

8.4. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop the Services unless directed otherwise by the Village Manager.

8.5. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

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

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

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm.

9.1.3. Professional Liability Insurance in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☐.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance**,** the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

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

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

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

11. Attorneys Fees and Waiver of Jury Trial.

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

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

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

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

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

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

16. Ownership and Access to Records and Audits.

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

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

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically

by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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

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

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

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

20. Compliance with Laws. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. Waiver. The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this

Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

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

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

24. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

    24.1. Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

    24.2. Scrutinized Companies. Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statues, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

    24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the

contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

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

24.5. Prohibition on Contracting with Entities of Foreign Concern. Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

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

26. Non-Exclusive Agreement. The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. Most Favored Nation. If during the term of this Agreement, Consultant enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Consultant shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Consultant shall notify the Village within 30 days if it enters into an agreement with an Other

Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

28. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

29. Background Checks.

29.1. Prior to commencing Services, the Consultant agrees that the Consultant and all of its respective employees, agents, contractors, and subcontractors who provide or may provide Services under this Agreement will complete criminal history checks, and all background screening requirements, including Level 2 screening requirements in accordance with the requirements of Sections 1012.465, 1012.32, and 1012.467, Florida Statutes, and School Board of Miami-Dade County ("School Board") Policies 6320 and 8475, as amended from time to time.

29.2. Additionally, the Consultant agrees that each of the Consultant's employees, representatives, agents, subcontractors or suppliers who are permitted access on Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, FL ("School") and/or the School playfield area, tennis courts, basketball courts, and the parking lot located on the southwest portion of the School (collectively the "School Facilities"), when students are present, who have direct contact with students or who have access to or control of School funds must meet Level 2 screening requirements as described in the above-referenced Statutes and School Board Policies.

29.3. Pursuant to the amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. The provisions of § 1012.467, Fla. Stat. incorporated herein by reference, and any provisions of this Agreement that may be inconsistent with, contrary to, or determined to be in conflict with §1012.467, will be superseded by said Statute.

29.4. A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against

the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The Consultant acknowledges and agrees that the School Board must provide clearance for such individuals, and upon obtaining clearance from the School Board, if School Board deems necessary, School Board will issue a photo identification badge which shall be worn by the individual at all times while on the School Facilities when students are present.

29.5. The Consultant agrees to bear any and all costs associated with acquiring the required background screening, including any costs associated with fingerprinting and obtaining the required photo identification badge from the School Board.

29.6. The Consultant agrees to require all its affected employees, representatives, agents, subcontractors or suppliers to sign a statement, as a condition of performing Services under this Agreement, agreeing that the individual will abide by the heretofore described background screening requirements, and also agreeing that the individual will notify the Consultant of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475 within forty-eight (48) hours of its occurrence.

29.7. The Consultant agrees to provide the Village with a list of all of Consultant's personnel who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. The Consultant agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards.

29.8. The Consultant further agrees to notify the Village immediately upon becoming aware that one of its personnel who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the Consultant to notify the Village of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for the Village, at its sole option, to place the Consultant in default. Consultant shall maintain the results of said background checks and level II screening requirements and shall make them available to the Village Manager upon request.

29.9. Failure to comply with this Section shall constitute a material breach of this Agreement entitling the Village to immediate termination.

30. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by

reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

30.1. First Priority: Base Agreement;

30.2. Second Priority: Exhibit A – Scope of Services.

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

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

NORTH BAY VILLAGE

By: _____
Frank Rollason
Village Manager

Attest:

By: _____
Alba L. Chang, CMC
Village Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:
North Bay Village
Attn: Frank Rollason
Village Manager
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141
305-758-7171 (telephone)
Villagemanager@nbvillage.com (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
North Bay Village Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

CONSULTANT

By: _____

Name: _____

Title: _____

Entity: _____

Addresses for Notice:
_____
_____
_____
_____
_____(telephone)
_____(email)

With a copy to:
_____
_____
_____
_____
_____(telephone)
_____(email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

□ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

Signed, sealed and delivered by:

_____
Print Name: _____
Title: _____
Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____
Witness #1 Print Name: _____ Print Name: _____
Title: _____
_____
Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

_____ _____

Witness #1 Print Name: _____ Print Name: _____

Title: _____

_____

Witness #2 Print Name: _____ Entity Name: _____

OATH OR AFFIRMATION

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20__, by_____ _____(name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

EXHIBIT A
SCOPE OF SERVICES

A. Recreation Management Services.

Consultant shall provide recreation management services ("Services") for the Village, including, without limitation:

1. Coordinating and managing Saturday Soccer and Competitive Recreational Soccer, and/or afterschool activities, sports programming, sports leagues, instructional classes, and other recreation programming as assigned by the Village to the Consultant.
2. Recommending and implementing new quarterly recreation events that are approved by the Village Manager or his or her designee.
3. Assisting Village staff and personnel with carrying out community events and recreational programs, including, without limitation, the Village soccer, flag football, and basketball programs.
4. Developing and/or implementing recreational programming for youth and/or adults as recommended or directed by the Village Manager or his or her Designee.
5. Ensuring participants sign-in prior to participating in any recreational programming and submitting sign-in forms by e-mail to the Village after each class/session.
6. Maintaining and coordinating all registrations for soccer programing through an online registration platform designated by the Village Manager or his or her designee and submitting monthly reports detailing recreational programming registrations at the end of each month by e-mail.
7. Providing and collecting all recreational programming participation forms, including liability waiver and release forms, from participants in the Services and transmitting such forms to the Village.
8. Monitoring and reporting any maintenance and/or operational issues or deficiencies relating to Village-owned facilities and properties where recreation programming is offered.

9. Within 15 days of the first day of school for Miami-Dade County Public Schools, Consultant shall provide the Village with a written schedule identifying all practice and game dates for the Saturday Soccer and Competitive Recreational Soccer programs, as well as anticipated dates of no practice.
10. All recreation programming conducted by Consultant under this Agreement shall be suspended during Village-sponsored events.
11. Consultant shall be solely responsible for timely communication of all practice or program cancellations or rescheduling to participants and their families. Consultant shall immediately notify the Village of any cancellations or rescheduling.
12. Any affiliation with the U.S. Soccer Foundation or any other club, organization, or entity providing grants, sponsorships, or financial support for programming operated by Consultant shall be held solely in the name of Consultant's legal entity and not in the name of the Village. Consultant shall not represent that the Village is a member, affiliate, or recipient of such funding unless expressly authorized in writing by the Village.
13. The days, times, locations, and types of recreation programming may be changed by the Village Manager or his or her designee at any time for convenience and programming purposes.
14. The Consultant shall obtain written approval from the Village Manager prior to committing Village resources or utilizing the Village's logo, seal, or branding.
15. Consultant's staff shall be groomed and dressed appropriately at all times.
16. All Village facilities (including any facilities provided by the Village to the Consultant for the provision of the Services, whether or not owned by the Village), equipment, and other property utilized in the provision of the Services shall be returned to the Village in its original condition (excepting normal wear and tear), unless otherwise directed in writing by the Village Manager.
17. The Consultant is responsible for providing and storing all equipment and supplies needed for the provision of the Services.
18. The Consultant is responsible for giving out, keeping track of, and handling the return of soccer uniforms.

B. Compensation Schedule.

1. **Base Compensation.** The Village shall pay Consultant a base flat fee in the amount of $50,000 annually for the provision of the Services, which shall be payable in twelve equal monthly installments ("Base Compensation").

2. **Registration Fee Schedule.** Participants shall be charged an initial registration fee (for Residents and TIES students) and, if applicable, a non-resident surcharge for sports programming participation as follows:

Sports Program	Registration Fee	Non-Resident Surcharge
Village Competitive Soccer League Programming	$275.00	$50.00
Saturday Soccer	$0	$10.00

Both the Registration Fee and Non-Resident Surcharge shall be set by the Village in its sole and absolute discretion and may be revised from time to time by the Village in its Fee Schedule. Consultant shall not charge participants any additional fees for the Services.

3. **Revenue Share.** In addition to Consultant's Base Compensation, Consultant and Village shall split revenues generated from Registration Fees and Non-Resident Surcharges (excluding transaction fees) for Village Competitive Soccer League Programming as follows:

Revenue Fee	Village Share	Consultant Share
Registration Fee	25%	75%
Non-Resident Surcharge	100%	0%

The Village shall submit payment for the Consultant Share of all Registration Fees owed to the Consultant for Village Competitive Soccer League Programming within fifteen days after the end of each fiscal year quarter. The Village may withhold Base Compensation owed to the Consultant in the event of any dispute arising from the remittance of Registration Fees or Non-Resident Surcharge Fees owed to the Village.

4. **Profit and Overhead Expenses.** The Consultant's compensation for the Services shall include the Consultant's profit margin and cover all overhead, including, but not limited to, the cost of all labor, equipment, kits, supervision, maintenance, fuel, delivery costs, travel time, per diem, and any other miscellaneous expenses. Notwithstanding the

foregoing, the Village may, in its sole discretion, require participants to cover the cost of individual/personal equipment required for participation in the Services.

C. Supporting Documents.

The following documents shall be incorporated by reference and may be amended by mutual agreement of the parties:

1. North Bay Village Youth Soccer Scholarship Program Criteria
2. Youth Soccer Scholarship Application
3. NBV Soccer Calendar (Updated Yearly)

ITEM NO. 11.G

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Leilani Calzadilla, Building Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING AN UPDATED FEE SCHEDULE FOR BUILDING FEES IN ACCORDANCE WITH HOUSE BILL 803; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER FRANK ROLLASON

RECOMMENDATION

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

BACKGROUND AND ANALYSIS

The proposed resolution seeks to amend the North Bay Village Master Fee Schedule, "Building and Permit Fees" section, as required by HB803 to be in effect July 1, 2026.

It is recommended that the Village Commission approve the proposed update to the Master Fee Schedule.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

See proposed schedule chart

PERSONNEL IMPACT

NONE

ATTACHMENTS

Resolution Approving Building Dept Fee Updates-June 2026.DOCX
Exhibit A- Proposed Fee schedule .pdf
HB 803 Final.pdf
Proposed Fee Schedule. xlsx

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING AN UPDATED FEE SCHEDULE FOR BUILDING FEES IN ACCORDANCE WITH HOUSE BILL 803; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 9, 2019, the North Bay Village (the "Village") Commission adopted Resolution No. 2019-83 approving a fee schedule for administrative services, building fees, and zoning fees (the "Fee Schedule"), which has been amended from time to time; and

WHEREAS, Section 553.80, Florida Statutes, authorizes local governments to establish reasonable fees for the enforcement of the Florida Building Code so long as such fees are used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code; and

WHEREAS, the Florida Legislature enacted Chapter 2026-63, Laws of Florida ("HB 803"), effective July 1, 2026, which amended s. 553.79 and s. 553.791, Florida Statutes, among other sections, to modify aspects of local government building permit fee administration, reporting, and compliance, including procedures relating to private providers; and

WHEREAS, the Village desires to update the "Building and Permit Fees" section of the Fee Schedule to ensure compliance with HB 803 and that fees accurately reflect the cost of administering permitting, plan review, inspections, code compliance, and related Building Department services; and

WHEREAS, the Village Commission desires to approve the revised, updated Fee Schedule as provided in Exhibit "A" attached hereto and incorporated herein, in order to update the Building and Permit Fees" section as further described in the agenda memorandum accompanying this item; and

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

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

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

Section 2. **Approval.** That the Village Commission hereby approves the Fee Schedule attached hereto as Exhibit "A," which shall take effect immediately.

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

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

Upfront Application fee for Building Permit	$150.00 non-refundable
Base Permit Fee Exceeds $400.00	Non-refundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.
Minimum building Permit Fee	$150
DOUBLE FEES: When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be required to pay an additional fee of one hundred percent 100% of the usual permit fee in addition to the required permit fee established herein. The payment of the required fee shall not relieve the applicant of other penalties established by law.	
Inspection Fees:	
RE-INSPECTION FEES A permit holder shall pay a fee of $100.00 for each additional inspection required to assure compliance with the applicable Building Code(s) beyond the initial and one follow-up inspection. All additional inspection fees shall be paid by any method acceptable to the Miami-Dade County Regulatory and Economic Resources Department (RER or Department).	$100.00
Overtime Inspections (Requires written Village approval for overtime work hours)	$300 first hour, $150 each subsequent hour.
Back flow annual inspection	$150
Boiler or pressure vessel annual inspection	$150
Specialty Plan Review Fees:	
Public works	$95.00 per hour or the actual cost of Public Works plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the Public Works review.
Zoning	$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.
Structural Engineering	$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.

Civil	$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
Flood	$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.
Change of Contractor	$150
Permit Extension before expiration	$150
Permit Renewal: Within six months of the expiration date	50% of permit fee
Permit Renewal: After six months of the expiration date	100% of permit fee
Certificate of Occupancy, temporary or final	$180 / per unit
Certificate of Completeion	$180/ each permit
BUILDING	
New Single Family	$6.00 / SQUARE FOOT
New Multi Family or Commercial 10,000 square feet of less	$6.00 / SQUARE FOOT
New Multi Family or Commercial over 10,000 square feet	$5.75 / SQUARE FOOT
New Commercial Buildout	$4.00 / Square foot
Remodeling / Alteration	
Residential addition	$6 / square foor
Residential remodeling / alteration	$3 / square foot
Commercial remodeling / alteration	$4 / Square foot
**Additions computed as new area plus remodeling area	
Swimming Pool single family residential. (Each New)	$2,000
Swimming Pool single family residential, repair.	$500
Swimming Pool multi family or commercial. (Each New)	$6,000
Swimming Pool multi family or commercial, repair	$1,000
Pool resurface	$150
Demolition Singlefamily dwelling	$250
Demolition Multi Story Building	$500
Solar Pannels, Single family Building fee	$500
Seawall	$53/linear foot
Contruction Crane	$6,000
Backup generator, single family (Building fee)	$500
Backup Generator Commercial or multi family (Building fee)	$4,000
Shop Drawings (Trusses, stairs)	$275
Walk-In Coolers, each (Building fee)	$500
Asphalt resurfacing with restriping	$0.05 / sf
Restriping only	2% of value of work
Concrete slabs / driveways / paving	$0.50 / sf
Fences	
Chain link (for construction only)	$0.7/lf
Wood/Metal/PVC	$1.5/lf
Concrete fence (prefab)	$3/lf
Retaining Wall	$20/lf
Awnings, Canopies, Residential Patios, Carports, Pergolas	$3/sf
Hand Rails/Balcony rails	$4/lf
Sign	$350

WINDOWS	
Skylights, each	$90/each
Storefront, Commercial Per pane or door	$50 / each
Windows	$50/each
Glass doors (per pane)	$75/each
ROOFING	
Flat roofs	$0.50 / Square foot
Shingle roofs	$0.50 / Square foot
Tile Roofs	$0.7/ Square foot
Metal roofs	$0.7 / Square foot
Revisions (Review fees plus per Square foot fee for added area)	$250 / Trade review / Cicle
MECHANICAL	
Minimum Mechanical	$150
A/C changeout up to 6000 BTU	$350
A/C changeout over 6000 BTU	$550
Cooling tower replacement	$1,500
New Construction up to 10,000 sf	$0.25 / square foor
New Construction over 10,000 sf	$0.23 / Square foot
Trash Chute	$50 / floor
Elevators, Escalators, and Other Transporting Devices (County Approval Required)	$150
Fire sprinklers	$500
PLUMBING	
Minimum Plumbing	$150
New Construction up to 10,000 sf	$0.24/ square foor
New Construction over 10,000 sf	$0.22 / Square foot
Water heater changeout	$150
Boiler replacement	$1,500
Grease Trap / Underground Tanks	$500
Gas	$150 / connection
Pool Plumbing	$300
Wells	$150
Civil (drainage/utility connection/etc)	2% of value of work
ELECTRICAL	
Minimum Electrical	$150
New Construction up to 10,000 sf	$0.25 / square foor
New Construction over 10,000 sf	$0.23 / Square foot
Temporary Power	$300
Meter changeout	$300
Panel changeout	$300
Pool Electric	$500
Solar Panels	$200
Generator, residential	$250
Generator, Commercial	$1,000
Low Voltage Residential	$0.2 / SF
Low Voltage Commercial	$0.25 / SF
Fire Alarm	$0.2 / SF
Sign Electrical	$200
Miscellaneous Permits:	

Construction Dumpster	$150
Portable Toilet	$150
Construction Trailer, Sales Model (modular/pre-fabricated)	$400/ each
Construction in Right of Way	5% of value of work
Temporary Use of Right of Way	$150 for every five-day period
Exterior Paint Color Compliance Review (Zoning Required)	$150
New Metal or Wood Prefab Storage Shed or Utility Building	$150 (plus MEP, if applicable)
Construction Bond (Refundable)	$500.00 – Single Family $1000.00 – Multifamily / Commercial $5000.00 – Right of Way Construction

An act relating to building permits and inspections; amending s. 125.56, F.S.; providing for expiration of certain building permits issued by a county; providing construction; amending s. 287.056, F.S.; requiring the Department of Management Services to enter into and maintain state term contracts for building code inspection services; creating s. 468.634, F.S.; authorizing individuals to work in specified positions, for a specified timeframe, if they meet certain requirements; amending s. 489.129, F.S.; providing that certain persons are not subject to discipline for performing a job without applicable permits and inspections if otherwise authorized by law; amending s. 553.382, F.S.; prohibiting the Department of Business and Professional Regulation from denying a building permit for certain residential manufactured buildings; requiring that certain housing units be taxed in a certain manner; creating s. 553.385, F.S.; defining the terms "local government" and "offsite-constructed residential dwelling"; requiring that an offsite-constructed residential dwelling be permitted as of right in any zoning district where certain dwellings are allowed; prohibiting a local government from adopting or

enforcing a certain zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than certain dwellings in the same district; providing construction; authorizing a local government to adopt compatibility standards for specified architectural features; prohibiting a local government from treating offsite-constructed residential dwellings differently than factory-built buildings based on the method or location of construction; prohibiting a local government from adopting or enforcing certain zoning, land use, or development ordinances or regulations; prohibiting local government ordinances or regulations from having the effect of excluding offsite-constructed residential dwellings; requiring that such ordinances or regulations be reasonable and uniformly enforced without distinction as to type of housing; providing that any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings; amending s. 553.77, F.S.; requiring the Florida Building Commission to develop uniform commercial and residential building permit applications by a specified date; providing requirements for a uniform commercial building permit application; amending s. 553.79, F.S.; providing for

expiration of certain building permits issued by a local government; providing construction; providing prohibitions for inspection fees; requiring a local government to exempt certain owners and contractors from building permit requirements for work valued below a specified amount; providing exceptions; prohibiting a construction project from being divided into multiple projects for a certain purpose; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local governments do not have a duty to certain persons; requiring local governments to exempt certain owners and contractors from requiring a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet certain requirements; providing an exception; requiring certain owners and contractors to submit a written request for exemption to the local enforcement agency with specified documentation; providing that local governments do not have a duty to certain persons; authorizing the Florida Building Commission to adopt rules; requiring certain local governments to issue a building permit for the installation of certain retaining walls as a whole; prohibiting such

local governments from requiring building permits for each lot or parcel under certain circumstances; prohibiting a political subdivision from imposing certain requirements for glazing on certain proposed construction or restoration projects; providing an exception; defining the terms "glazing" and "primary facade"; amending s. 553.791, F.S.; revising definitions and defining terms; requiring explicit written authorization from a fee owner for a contractor to use a private provider; requiring that such authorization be submitted to the local building official; deleting the requirement that a contract for certain services be in writing; providing that a contract for certain services does not need to be submitted as part of a permit application; providing requirements for reduced permit fees; prohibiting a local jurisdiction from charging punitive administrative fees or fees for plans review services; requiring that certain documents be promptly provided to certain persons; requiring local enforcement agencies to reduce permit fees by specified percentages under certain circumstances; providing that a local enforcement agency forfeits the ability to collect fees under certain circumstances; requiring that a surcharge be calculated based on the reduced

permit fee; prohibiting local governments and local building officials from requiring additional forms; requiring local enforcement agencies to create a specified registration system that must have a method to register and update registration information electronically; prohibiting local enforcement agencies from charging an administrative fee to register or update registration information; requiring private provider firms to register with the local enforcement agency, provide certain information, and update their registration within a specified timeframe after changes occur; prohibiting local enforcement agencies from altering a form adopted by the commission; deleting the requirement that a private provider's qualification statements or resumes be included in a certain notice; deleting time restrictions for electing to use a private provider; requiring local enforcement agencies to accept a certain affidavit electronically; providing which forms and documents a local building official may review; providing notice requirements; providing that certain permits are deemed approved; providing that local enforcement agencies are not responsible for the administration or supervision of services performed by a private provider; prohibiting local enforcement agencies from

requiring additional verification of certain requirements beyond that which is required at registration; revising the timeframe in which certain records must be provided; authorizing certain records to be electronically transmitted; prohibiting local building officials from failing certain inspections; authorizing certain persons to sign certificates of compliance; providing requirements for local building officials who have knowledge that a private provider failed to perform an inspection; providing that virtual inspections may not be prohibited; requiring certain notice before an audit; prohibiting certain entities from discouraging the use of private providers; authorizing certain public entities to use a private provider firm or to employ a licensed building inspector to provide building code inspection services; amending s. 553.792, F.S.; requiring a local government to make certain decisions relating to certain building permits within a specified timeframe; amending s. 720.3035, F.S.; prohibiting an association or certain committees from requiring a building permit as a prerequisite for a certain review; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (d) of subsection (4) of section 125.56, Florida Statutes, is amended to read:

125.56 Enforcement and amendment of the Florida Building Code and the Florida Fire Prevention Code; inspection fees; inspectors; etc.—

(4)

(d) A county that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a county for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this paragraph does not prevent a local government from extending a building permit beyond the expiration date.

Section 2. Present subsection (4) of section 287.056, Florida Statutes, is redesignated as subsection (5), and a new subsection (4) is added to that section, to read:

287.056 Purchases from purchasing agreements and state term contracts; vendor disqualification.—

(4) The department shall enter into and maintain one or

more state term contracts with vendors for the purpose of providing building code inspection services as defined in s. 553.791.

Section 3. Section 468.634, Florida Statutes, is created to read:

468.634 Certification by endorsement during a state of emergency.—Notwithstanding any other law, a person may act in any of the following positions under the direction of the local building official for a period of 1 year from the date of a declaration of a state of emergency issued by the Governor for a natural emergency, a manmade emergency, or a technological emergency as those terms are defined in s. 252.34, if such person has entered into a state term contract pursuant to s. 287.056, is qualified for such work in any state that has a mutual aid agreement pursuant to s. 252.40(2), or has held a valid license for such work in any state for 5 years immediately before the date of the declaration:

(1) Building code inspector.

(2) Building inspector.

(3) Coastal construction inspector.

(4) Commercial electrical inspector.

(5) Electrical inspector.

(6) Mechanical inspector.

(7) Plumbing inspector.

(8) Residential electrical inspector.

(9) Residential inspector.

(10) Plans examiner.

(11) Building plans examiner.

(12) Plumbing plans examiner.

(13) Mechanical plans examiner.

(14) Electrical plans examiner.

Section 4. Paragraph (o) of subsection (1) of section 489.129, Florida Statutes, is amended to read:

489.129 Disciplinary proceedings.—

(1) The board may take any of the following actions against any certificateholder or registrant: place on probation or reprimand the licensee, revoke, suspend, or deny the issuance or renewal of the certificate or registration, require financial restitution to a consumer for financial harm directly related to a violation of a provision of this part, impose an administrative fine not to exceed $10,000 per violation, require continuing education, or assess costs associated with investigation and prosecution, if the contractor, financially responsible officer, or business organization for which the contractor is a primary qualifying agent, a financially responsible officer, or a secondary qualifying agent responsible under s. 489.1195 is found guilty of any of the following acts:

(o) Proceeding on any job without obtaining applicable local building department permits and inspections, unless otherwise provided by law.

For the purposes of this subsection, construction is considered to be commenced when the contract is executed and the contractor has accepted funds from the customer or lender. A contractor does not commit a violation of this subsection when the contractor relies on a building code interpretation rendered by a building official or person authorized by s. 553.80 to enforce the building code, absent a finding of fraud or deceit in the practice of contracting, or gross negligence, repeated negligence, or negligence resulting in a significant danger to life or property on the part of the building official, in a proceeding under chapter 120.

Section 5. Section 553.382, Florida Statutes, is amended to read:

553.382 Placement of certain housing.—Notwithstanding any other law or ordinance to the contrary, in order to expand the availability of affordable housing in this state, any residential manufactured building that is certified under this chapter by the department may not be denied a building permit for placement ~~be placed~~ on a mobile home lot in a mobile home park, on a lot in a recreational vehicle park, or in a mobile home condominium, cooperative, or subdivision. Any such housing unit placed on a mobile home lot is a mobile home for purposes of chapter 723 and, therefore, all rights, obligations, and duties under chapter 723 apply, including the specifics of the

prospectus. However, a housing unit subject to this section may not be placed on a mobile home lot without the prior written approval of the park owner. Each housing unit located on a mobile home lot and subject to this section shall be taxed as a mobile home under s. 320.08(11) and is subject to payments to the Florida Mobile Home Relocation Fund under s. 723.06116.

Section 6. Section 553.385, Florida Statutes, is created to read:

553.385 Permitting and zoning of offsite-constructed residential dwellings; parity.—

(1) As used in this section, the term:

(a) "Local government" means a county or municipality.

(b) "Offsite-constructed residential dwelling" means a manufactured building as defined in s. 553.36(13) which is intended for single-family residential use, or a manufactured home as defined in s. 320.01(2)(b) which is constructed in whole or in part offsite and is treated as real property.

(2)(a) An offsite-constructed residential dwelling must be permitted as of right in any zoning district where single-family detached dwellings are allowed.

(b) A local government may not adopt or enforce any zoning, land use, or development regulation that treats an offsite-constructed residential dwelling differently or more restrictively than a single-family site-built dwelling allowed in the same district.

(c) This section does not prohibit a local government from applying generally applicable architectural, aesthetic, design, setback, height, or bulk standards to offsite-constructed residential dwellings, provided such standards apply equally to site-built single-family dwellings permitted in the same district. A local government may adopt compatibility standards that are limited to the following architectural features:

1. Roof pitch.

2. Square footage of livable space.

3. Type and quality of exterior finishing materials.

4. Foundation enclosure.

5. Existence and type of attached structures.

6. Building setbacks, lot dimensions, and the orientation of the home on the lot.

(d) A local government may not treat offsite-constructed residential dwellings differently than factory-built buildings subject to s. 553.38 based on the method or location of construction.

(3) A local government may not adopt or enforce any zoning, land use, or development ordinance or regulation that conflicts with this section or s. 553.38, or that imposes different or more restrictive treatment on an offsite-constructed residential dwelling based on its method of construction or the presence of components built off site. Local government ordinances or regulations may not have the effect of

excluding offsite-constructed residential dwellings and must be reasonable and uniformly enforced without any distinction as to the type of housing. Any such ordinance or regulation is void and unenforceable as applied to offsite-constructed residential dwellings.

Section 7. Present paragraphs (b) through (m) of subsection (1) of section 553.77, Florida Statutes, are redesignated as paragraphs (c) through (n), respectively, a new paragraph (b) is added to that subsection, and present paragraph (c) of that subsection is amended, to read:

553.77 Specific powers of the commission.—

(1) The commission shall:

(b) By July 1, 2027, adopt by rule a uniform commercial building permit application to be used statewide for commercial construction projects and a uniform residential building permit application to be used statewide for residential construction projects. To the extent feasible, the uniform commercial building permit application and the uniform residential building permit application adopted by the commission must be capable of integration with existing building permit software systems used by local governments and must account for local amendments to the Florida Building Code.

(d) ~~(c)~~ Upon written application by any substantially affected person or a local enforcement agency, issue declaratory statements pursuant to s. 120.565 relating to new technologies,

techniques, and materials which have been tested where necessary and found to meet the objectives of the Florida Building Code. This paragraph does not apply to the types of products, materials, devices, or methods of construction required to be approved under paragraph (g) ~~(f)~~.

Section 8. Paragraphs (a), (b), (c), and (f) of subsection (1) and paragraph (a) of subsection (24) of section 553.79, Florida Statutes, are amended, and paragraphs (g), (h), and (i) are added to subsection (1) of that section, to read:

553.79 Permits; applications; issuance; inspections.—

(1)(a) Unless otherwise provided by law, after the effective date of the Florida Building Code adopted as herein provided, it shall be unlawful for any person, firm, corporation, or governmental entity to construct, erect, alter, modify, repair, or demolish any building within this state without first obtaining a permit therefor from the appropriate enforcing agency or from such persons as may, by appropriate resolution or regulation of the authorized state or local enforcing agency, be delegated authority to issue such permits, upon the payment of such reasonable fees adopted by the enforcing agency. The enforcing agency is empowered to revoke any such permit upon a determination by the agency that the construction, erection, alteration, modification, repair, or demolition of the building for which the permit was issued is in violation of, or not in conformity with, the provisions of the

Florida Building Code. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. A plans reviewer or building code administrator who is responsible for issuing a denial, revocation, or modification request but fails to provide to the permit applicant a reason for denying, revoking, or requesting a modification, based on compliance with the Florida Building Code or local ordinance, is subject to disciplinary action against his or her license pursuant to s. 468.621(1)(i). Installation, replacement, removal, or metering of any load management control device is exempt from and shall not be subject to the permit process and fees otherwise required by this section.

(b) A local enforcement agency shall post each type of building permit application, as adopted by the commission, including a list of all required attachments, drawings, or other requirements for each type of application, on its website. A local enforcement agency shall ~~must~~ post and update the status of every received application on its website until the issuance

of the building permit. A local enforcement agency shall allow applicants to submit completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~must be able to be submitted~~ electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in Portable Document Format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. A building official, at his or her discretion, may accept completed applications, including payments, attachments, drawings, or other requirements or parts of the ~~completed~~ permit application, ~~may also be submitted~~ in person in a nonelectronic format~~, at the discretion of the building official~~.

(c) A local government that issues building permits may send a written notice of expiration, by e-mail or United States Postal Service, to the owner of the property and the contractor listed on the permit, no less than 30 days before a building permit is set to expire. The written notice must identify the permit that is set to expire and the date the permit will expire. A building permit issued by a local government for a single-family dwelling expires 1 year after the issuance of the permit or on the effective date of the next edition of the Florida Building Code, whichever is later. However, this

paragraph does not prevent a local government from extending a building permit beyond the expiration date.

(f) A local government may not require a contract between a builder and an owner, any copies of such contract, or any associated document, including, but not limited to, letters of intent, material costs lists, labor costs, or overhead or profit statements, for the issuance of a building permit or as a requirement for the submission of a building permit application. Inspection fees may not be based on the total cost of a project and may not exceed the actual inspection costs incurred by the local enforcement agency.

(g)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit to perform any work valued at less than $7,500 on the owner's property.

2. The exemption under subparagraph 1. does not apply to any of the following:

a. Work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

b. Any electrical, plumbing, structural, mechanical, or gas work performed on property containing a single-family dwelling. A construction project may not be divided into more than one project for the purpose of evading the requirements of

this paragraph.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature and the value of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for exempted work performed under this paragraph.

(h)1. A local government that issues building permits shall exempt an owner of a single-family dwelling or the owner's contractor from the requirement to obtain a building permit for the installation of temporary residential hurricane and flood protection walls or barriers that meet all of the following conditions:

a. The wall or barrier is nonhabitable and non-load-bearing.

b. The wall or barrier is installed on the residential property of a single-family or two-family dwelling or townhouse.

c. The wall or barrier is constructed to mitigate or prevent storm surge or floodwaters from entering a structure or property.

d. The wall or barrier is installed by a contractor licensed under part I of chapter 489.

e. The wall or barrier complies with applicable local

zoning, drainage, easement, and setback requirements.

2. The exemption under subparagraph 1. does not apply to work on a property that is partially or entirely located in a flood hazard area as defined by the Florida Building Code.

3. To qualify for the exemption under subparagraph 1., the owner or the owner's contractor must submit a written request for exemption to the local enforcement agency with a copy of the contract or other documentation demonstrating the nature of the work to be performed.

4. A local government has no legal duty to the owner, contractor, or successors or assigns thereof for work performed under this paragraph.

5. The commission may adopt rules under s. 120.54 to incorporate necessary standards to implement this paragraph.

(i) If a retaining wall spans more than one lot or parcel, a local government that issues building permits must issue a permit for a retaining wall for the project as a whole and may not require a building permit for each lot or parcel upon which a retaining wall is installed on the property of a single-family or two-family residential dwelling or a townhouse.

(24)(a) A political subdivision of this state may not adopt or enforce any ordinance or impose any building permit or other development order requirement that:

1. Contains any building, construction, or aesthetic requirement or condition that conflicts with or impairs

corporate trademarks, service marks, trade dress, logos, color patterns, design scheme insignia, image standards, or other features of corporate branding identity on real property or improvements thereon used in activities conducted under chapter 526 or in carrying out business activities defined as a franchise by Federal Trade Commission regulations in 16 C.F.R. ss. 436.1, et~~.~~ seq.; ~~or~~

2. Imposes any requirement on the design, construction, or location of signage advertising the retail price of gasoline in accordance with the requirements of ss. 526.111 and 526.121 which prevents the signage from being clearly visible and legible to drivers of approaching motor vehicles from a vantage point on any lane of traffic in either direction on a roadway abutting the gas station premises and meets height, width, and spacing standards for Series C, D, or E signs, as applicable, published in the latest edition of Standard Alphabets for Highway Signs published by the United States Department of Commerce, Bureau of Public Roads, Office of Highway Safety; or

3. Imposes a glazing requirement that results in the glazing of more than 15 percent of the surface area of the primary facade for the first 10 feet above the ground floor for a proposed new commercial or mixed-use construction or restoration project, except for individually listed contributing structures in a National Register of Historic Places district. For purposes of this subparagraph, the term:

a. "Glazing" means the installation of transparent or translucent materials, including glass or similar substances, in windows, doors, or storefronts. The term includes any actual or faux windows to be installed on a building facade.

b. "Primary facade" means the single building side housing the primary entrance to the building.

Section 9. Section 553.791, Florida Statutes, is amended to read:

553.791 Alternative plans review and inspection.—

(1) As used in this section, the term:

(a) "Applicable codes" means the Florida Building Code and any local technical amendments to the Florida Building Code but does not include the applicable minimum fire prevention and firesafety codes adopted pursuant to chapter 633.

(b) "Audit" means the process to confirm that the building code inspection services have been performed by the private provider, including ensuring that the required affidavit for the plan review has been properly completed and submitted with the permit documents and that the minimum mandatory inspections required under the building code have been performed and properly recorded. The local building official may not replicate the plan review or inspection being performed by the private provider, unless expressly authorized by this section.

(c) "Building" means any construction, erection, alteration, demolition, or improvement of, or addition to, any

structure or site work for which permitting by a local enforcement agency is required.

(d) "Building code inspection services" means those services described in s. 468.603(5) and (8) involving the review of building plans as well as those services involving the review of site plans and site work engineering plans or their functional equivalent, to determine compliance with applicable codes and those inspections required by law, conducted either in person or virtually, of each phase of construction for which permitting by a local enforcement agency is required to determine compliance with applicable codes.

(e) "Deliver" or "delivery" means any method of delivery used in conventional business or commercial practice, including delivery by electronic transmissions such as e-mail or submission through an electronic fill-in form available on the building department's website or through a third-party submission management software.

(f) "Duly authorized representative" means an agent of the private provider identified in the permit application who reviews plans or performs inspections as provided by this section and who is licensed as an engineer under chapter 471 or as an architect under chapter 481 or who holds a standard or provisional certificate under part XII of chapter 468. A duly authorized representative who only holds a provisional certificate under part XII of chapter 468 must be under the

direct supervision of a person licensed as a building code administrator under part XII of chapter 468.

(g) "Electronic signature" means any letters, characters, or symbols manifested by electronic or similar means which are executed or adopted by a party with an intent to authenticate a writing or record.

(h) "Electronic transmission" or "submitted electronically" means any form or process of communication not directly involving the physical transfer of paper or another tangible medium which is suitable for the retention, retrieval, and reproduction of information by the recipient and is retrievable in paper form by the receipt through an automated process. All notices, documents, and applications provided for in this section may be transmitted electronically and shall have the same legal effect as if physically posted or mailed.

(i) "Electronically posted" means providing notices of decisions, results, or records, including inspection records, through the use of a website or other form of electronic communication used to transmit or display information.

(j) "Immediate threat to public safety and welfare" means a building code violation that, if allowed to persist, constitutes an immediate hazard that could result in death, serious bodily injury, or significant property damage. This paragraph does not limit the authority of the local building official to issue a Notice of Corrective Action at any time

during the construction of a building project or any portion of such project if the official determines that a condition of the building or portion thereof may constitute a hazard when the building is put into use following completion as long as the condition cited is shown to be in violation of the building code or approved plans.

(k) "Local building official" means the individual within the governing jurisdiction responsible for direct regulatory administration or supervision of plans review, enforcement, and inspection of any construction, erection, alteration, demolition, or substantial improvement of, or addition to, any structure for which permitting is required to indicate compliance with applicable codes and includes any duly authorized designee of such person.

(l) "Permit application" means a properly completed and submitted application for the requested building or construction permit, including:

1. The plans reviewed by the private provider, or in the case of a single-trade plans review where a private provider uses an automated or software-based plans review system pursuant to subsection (7) ~~(6)~~, the information reviewed by the automated or software-based plans review system to determine compliance with one or more applicable codes.

2. The affidavit from the private provider required under subsection (7) ~~(6)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(m) "Plans" means building plans, site engineering plans, or site plans, or their functional equivalent, submitted by a fee owner or fee owner's contractor to a private provider or duly authorized representative for review.

(n) "Private provider" means a person licensed as a building code administrator under part XII of chapter 468, as an engineer under chapter 471, or as an architect under chapter 481. For purposes of performing inspections under this section for additions and alterations that are limited to 1,000 square feet or less to residential buildings, the term "private provider" also includes a person who holds a standard certificate under part XII of chapter 468.

(o) "Private provider firm" means a business organization, including a corporation, partnership, business trust, or other legal entity, which offers services under this chapter to the public through licensees who are acting as agents, employees, officers, or partners of the firm. A person who is licensed as a building code administrator under part XII of chapter 468, an engineer under chapter 471, or an architect under chapter 481 may act as a private provider for an agent, employee, or officer of the private provider firm.

(p) "Registration" means the roster of authorized private provider firms held by each local enforcement agency.

(q) ~~(p)~~ "Request for certificate of occupancy or certificate of completion" means a properly completed and executed application for:

1. A certificate of occupancy or certificate of completion.

2. A certificate of compliance from the private provider required under subsection (15) ~~(13)~~.

3. Any applicable fees.

4. Any documents required by the local building official to determine that the fee owner has secured all other government approvals required by law.

(r) ~~(q)~~ "Single-trade inspection" or "single-trade plans review" means any inspection or plans review focused on a single construction trade, such as plumbing, mechanical, or electrical. The term includes, but is not limited to, inspections or plans reviews of door or window replacements; fences and block walls more than 6 feet high from the top of the wall to the bottom of the footing; stucco or plastering; reroofing with no structural alteration; solar energy and energy storage installations or alterations; HVAC replacements; ductwork or fan replacements; alteration or installation of wiring, lighting, and service panels; water heater changeouts; sink replacements; and repiping.

(s)~~(r)~~ "Site work" means the portion of a construction project that is not part of the building structure, including, but not limited to, grading, excavation, landscape irrigation, and installation of driveways.

(t)~~(s)~~ "Stop-work order" means the issuance of any written statement, written directive, or written order which states the reason for the order and the conditions under which the cited work will be permitted to resume.

(2)(a) Notwithstanding any other law or local government ordinance or local policy, the fee owner of a building or structure, or the fee owner's contractor upon explicit written authorization from the fee owner, may choose at any time to use a private provider to provide plans review or building code inspection services with regard to such building or structure and may make payment directly to the private provider for the provision of such services. All such services shall be the subject of a ~~written~~ contract between the private provider, or the private provider's firm, and the fee owner or the fee owner's contractor, upon explicit written authorization of the fee owner. A copy of such written authorization must be submitted to the local building official. The local enforcement agency may not require the contract to be provided as part of the permit application or as a condition for issuing a permit. The fee owner may elect to use a private provider to provide plans review or required building inspections, or both. However,

if the fee owner or the fee owner's contractor uses a private provider to provide plans review, the local building official, in his or her discretion and pursuant to duly adopted policies of the local enforcement agency, may require the fee owner or the fee owner's contractor to use a private provider to also provide required building inspections.

(b) If a fee ~~an~~ owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must reduce the permit fee by the amount of cost savings realized by the local enforcement agency for not having to perform such services. Such reduction may be calculated on a flat fee or percentage basis, or any other reasonable means by which a local enforcement agency assesses the cost for its plans review or inspection services. The permit fee must be based on the cost incurred by the local jurisdiction, including the labor cost of the personnel providing such services and the clerical and supervisory assistance required to comply with this section. The local jurisdiction may not charge fees for plans review or building inspections if the fee owner or the fee owner's contractor hires a private provider to perform such services. The local enforcement agency may not charge punitive administrative fees when a fee owner has chosen to work with a private provider~~; however, the local jurisdiction may charge a reasonable administrative fee, which shall be based on the cost~~

~~that is actually incurred, including the labor cost of the personnel providing the service, by the local jurisdiction or attributable to the local jurisdiction for the clerical and supervisory assistance required, or both~~.

(c) If a fee ~~an~~ owner or the fee owner's ~~a~~ contractor retains a private provider for purposes of plans review or building inspection services, the local jurisdiction must provide equal access to all permitting and inspection documents and reports to the private provider, owner, and contractor if such access is provided by software that protects exempt records from disclosure. Access to these documents must be promptly provided.

(d) If a fee owner or the fee owner's contractor retains a private provider for purposes of plans review or building inspection services for a commercial construction project, the local enforcement agency must reduce the permit fee by at least 25 percent of the portion of the permit fee attributable to plans review or building inspection services, as applicable. If the fee owner or the fee owner's contractor retains a private provider for all required plans review and building inspection services, the local enforcement agency must reduce the total permit fee by at least 50 percent of the amount otherwise charged for such services. If the local enforcement agency does not reduce such fee by at least the percentages provided in this paragraph, the local enforcement agency forfeits the ability to

collect any fees for the commercial construction project. The surcharge required by s. 553.721 must be calculated based on the amount of the reduced permit fee. This paragraph does not prohibit a local enforcement agency from reducing a permit fee in excess of the percentages provided in this paragraph.

(e) A local government or local building official may not require additional forms beyond those required at registration, except for the written notice required under subsection (5), if a fee owner or the fee owner's contractor uses a private provider.

(3) A private provider and any duly authorized representative may only perform building code inspection services that are within the disciplines covered by that person's licensure or certification under chapter 468, chapter 471, or chapter 481, including single-trade inspections. A private provider may not provide building code inspection services pursuant to this section upon any building designed or constructed by the private provider or the private provider's firm.

(4) A local enforcement agency must create a registration system for private providers and private provider firms working in the local enforcement agency's jurisdiction. A local enforcement agency must have a method to register and update registration information electronically. The local enforcement agency may not charge an administrative fee for registration or

updates to a registration. The private provider or private provider firm must provide its contact information and verify compliance with the licensure requirements of paragraph (1)(n) or paragraph (1)(o), as applicable, and the insurance requirements of subsection (20). The private provider or private provider firm must register with the local enforcement agency in the jurisdiction in which the provider or firm is working before contracting to provide services in such jurisdiction. The private provider or private provider firm must update its registration within 5 business days after any change to the provider's or firm's contact information, licensure, or insurance coverage.

(5) ~~(4)~~ A fee owner or the fee owner's contractor using a private provider to provide building code inspection services shall notify the local building official in writing at the time of permit application, or by 2 p.m. local time, 2 business days before the first scheduled inspection by the local building official or building code enforcement agency that a private provider has been contracted to perform the required inspections of construction under this section, including single-trade inspections, on a form ~~to be~~ adopted by the commission. The local enforcement agency may not alter the form. This notice must ~~shall~~ include the following information:

(a) The services to be performed by the private provider.

(b) The name, firm, address, telephone number, and e-mail

address of each private provider who is performing or will perform such services, his or her professional license or certification number, ~~qualification statements or resumes,~~ and, if required by the local building official, a certificate of insurance demonstrating that professional liability insurance coverage is in place for the private provider's firm, the private provider, and any duly authorized representative in the amounts required by this section.

(c) An acknowledgment from the fee owner or the fee owner's contractor in substantially the following form:

I have elected to use one or more private providers to provide building code plans review and/or inspection services on the building or structure that is the subject of the enclosed permit application, as authorized by s. 553.791, Florida Statutes. I understand that the local building official may not review the plans submitted or perform the required building inspections to determine compliance with the applicable codes, except to the extent specified in said law. Instead, plans review and/or required building inspections will be performed by licensed or certified personnel identified in the application. The law requires minimum insurance requirements for such personnel, but I understand that I may require more

insurance to protect my interests. By executing this form, I acknowledge that I have made inquiry regarding the competence of the licensed or certified personnel and the level of their insurance and am satisfied that my interests are adequately protected. I agree to indemnify, defend, and hold harmless the local government, the local building official, and their building code enforcement personnel from any and all claims arising from my use of these licensed or certified personnel to perform building code inspection services with respect to the building or structure that is the subject of the enclosed permit application.

If the fee owner or the fee owner's contractor makes any changes to the listed private providers or the services to be provided by those private providers, the fee owner or the fee owner's contractor shall, within 1 business day after any change or within 2 business days before the next scheduled inspection, update the notice to reflect such changes. A change of a duly authorized representative named in the permit application does not require a revision of the permit, and the building code enforcement agency shall not charge a fee for making the change.

(6) ~~(5)~~ After construction has commenced ~~and if either the local building official is unable to provide inspection services~~

~~in a timely manner or the work subject to inspection is related to a single-trade inspection for a single-family or two-family dwelling~~, the fee owner or the fee owner's contractor may elect to use a private provider to provide inspection services for a single-trade inspection for a single-family or two-family dwelling by notifying the local building official of the owner's or contractor's intention to do so ~~by 2 p.m. local time, 2 business days~~ before the next scheduled inspection using the notice provided for in paragraphs (5)(a), (b), and (c) ~~(4)(a)-(c)~~.

(7) ~~(6)~~ A private provider performing plans review under this section shall review the plans to determine compliance with the applicable codes. For single-trade plans reviews, a private provider may use an automated or software-based plans review system designed to determine compliance with one or more applicable codes, including, but not limited to, the National Electrical Code and the Florida Building Code. Upon determining that the plans reviewed comply with the applicable codes, the private provider shall prepare an affidavit or affidavits certifying, under oath, that the following is true and correct to the best of the private provider's knowledge and belief:

(a) The plans were reviewed by the affiant, who is duly authorized to perform plans review pursuant to this section and holds the appropriate license or certificate.

(b) The plans comply with the applicable codes.

Such affidavit may bear a written or electronic signature and may be submitted electronically to the local building official. A local enforcement agency must accept electronically submitted affidavits.

(8)(a) The local building official may not review plans, construction drawings, or any other related documents determined by a private provider to be compliant with the applicable codes, except to the extent necessary to determine compliance with local ordinances, floodplain management regulations, site review requirements, and any other administrative or life-safety review unrelated to building code compliance.

(b) The local building official may review other forms and documents required under this section for completeness only. The local building official must provide written notice to a permit applicant of any incomplete forms or documents required under this section no later than 10 business days after receipt of a permit application or, if the permit application is relating to a single-trade plans review for a single-family or two-family dwelling, no later than 5 business days after receipt of a permit application, and an affidavit from the private provider as required in subsection (7). The written notice must state with specificity which forms or documents are incomplete.

~~(7)(a) No more than 20 business days, or if the permit application is related to a single-trade plans review for a~~

~~single-family or two-family dwelling, no more than 5 business days, after receipt of a permit application and the affidavit from the private provider required pursuant to subsection (6), the local building official shall issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections.~~ If the local building official does not provide such ~~a~~ written notice ~~of the plan deficiencies~~ within the prescribed time period, the permit ~~application~~ must be deemed approved as a matter of law, and the permit must be issued by the local building official on the next business day.

(c) ~~(b)~~ If the local building official provides a written notice ~~of plan deficiencies~~ to the permit applicant of any incomplete forms or documents required under this section at the time of plan submission within the prescribed time period, such ~~the~~ time period is tolled pending resolution of the matter. To resolve the issues raised in the notice ~~plan deficiencies~~, the permit applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit revisions to correct the issues ~~deficiencies~~.

(d) ~~(c)~~ If the permit applicant submits revisions, the local building official has the remainder of the tolled 10-day or 5-day time period plus 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a second

written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~. Any subsequent review by the local building official is limited to the issues ~~deficiencies~~ cited in the original written notice. If the local building official does not provide the second written notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(e) ~~(d)~~ If the local building official provides a second written notice ~~of plan deficiencies~~ to the permit applicant within the prescribed time period, the permit applicant may elect to dispute the issues raised in the second notice ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit additional revisions to correct the issues ~~deficiencies~~. For all revisions submitted after the first revision, the local building official has an additional 5 business days ~~after the date of resubmittal~~ to issue the requested permit or to provide a written notice to the permit applicant stating which of the previously identified forms or documents ~~plan features~~ remain incomplete. If the local building official does not provide the notice within the prescribed time period, the permit must be deemed approved as a matter of law, and the local building

official must issue the permit on the next business day ~~in noncompliance with the applicable codes, with specific reference to the relevant code chapters and sections~~.

(9) ~~(8)~~ A private provider performing required inspections under this section shall inspect each phase of construction as required by the applicable codes. Such inspection, including a single-trade inspection, may be performed in person or virtually. The private provider may have a duly authorized representative perform the required inspections, provided all required reports are prepared by and bear the written or electronic signature of the private provider or the private provider's duly authorized representative. The duly authorized representative must be an employee of the private provider entitled to receive reemployment assistance benefits under chapter 443. The contractor's contractual or legal obligations are not relieved by any action of the private provider.

(10) ~~(9) A private provider performing required inspections under this section shall provide notice to the local building official of the approximate date and time of any such inspection.~~ The local building official may not prohibit the private provider from performing any inspection outside the local building official's normal operating hours, including after hours, weekends, or holidays. ~~The local building official may visit the building site as often as necessary to verify that the private provider is performing all required inspections.~~ A

deficiency notice must be posted by the private provider, the duly authorized representative of the private provider, or the building department whenever a noncomplying item related to the building code or the permitted documents is found. Such notice may be physically posted at the job site or electronically posted. After corrections are made, the item must be reinspected by the private provider or the representative of the private provider before being concealed. ~~Reinspection or reaudit fees shall not be charged by~~ The local jurisdiction may not charge reinspection or reaudit fees as a result of the local jurisdiction's audit inspection occurring before the performance of the private provider's inspection or for any other administrative matter not involving the detection of a violation of the building code or a permit requirement.

(11) A local enforcement agency is not responsible for the regulatory administration or supervision of building code inspection services performed by a private provider hired by a fee owner or the fee owner's contractor. A local enforcement agency may not require additional verification of licensure or insurance requirements beyond that which is required at registration.

(12)~~(10)~~ If the private provider is a person licensed as an engineer under chapter 471 or an architect under chapter 481 and affixes his or her professional seal to the affidavit required under subsection (7) ~~(6)~~, the local building official

must issue the requested permit or provide a written notice to the permit applicant identifying the specific plan features that do not comply with the applicable codes, as well as the specific code chapters and sections, within 10 business days after receipt of the permit application and affidavit. In such written notice, the local building official must provide with specificity the plan's deficiencies, the reasons the permit application failed, and the applicable codes being violated. If the local building official does not provide specific written notice to the permit applicant within the prescribed 10-day period, the permit application is deemed approved as a matter of law, and the local building official must issue the permit on the next business day.

(13) ~~(11)~~ If equipment replacements and repairs must be performed in an emergency situation, subject to the emergency permitting provisions of the Florida Building Code, a private provider may perform emergency inspection services without first notifying the local building official ~~pursuant to subsection (9)~~. A private provider must conduct the inspection within 3 business days after being contacted to conduct an emergency inspection and must submit the inspection report to the local building official within 1 day after the inspection is completed.

(14) ~~(12)~~ Upon completing the required inspections at each applicable phase of construction, the private provider shall

record such inspections on a form provided by the commission ~~acceptable to the local building official~~. The form must bear the written or electronic signature of the private provider or the private provider's duly authorized representative. These inspection records must ~~shall~~ reflect those inspections required by the applicable codes of each phase of construction for which permitting by a local enforcement agency is required. The private provider, upon completion of the required inspection, shall post each completed inspection record, indicating pass or fail, and provide the record to the local building official within 4 ~~2~~ business days. Such inspection record may be electronically posted by the private provider, or the private provider may post such inspection record physically at the project site. The private provider may electronically transmit the record to the local building official. The local building official may waive the requirement to provide a record of each inspection within 4 ~~2~~ business days if the record is electronically posted or transmitted or posted at the project site and all such inspection records are submitted with the certificate of compliance. Unless the records have been electronically posted or transmitted, records of all required and completed inspections shall be maintained at the building site at all times and made available for review by the local building official. A local building official may not fail any inspection performed by a private provider for not having the

inspection records at the job site if the inspection records have been electronically transmitted to the local building official within the 4-business-day requirement. The private provider shall report to the local enforcement agency any condition that poses an immediate threat to public safety and welfare.

(15) ~~(13)~~ Upon completion of all required inspections, the private provider firm shall prepare a certificate of compliance, on a form provided by the commission ~~acceptable to the local building official~~, summarizing the inspections performed and including a written representation, under oath, that the stated inspections have been performed and that, to the best of the private provider's knowledge and belief, the building construction inspected complies with the approved plans and applicable codes. The certificate of compliance may be signed by any qualified licensed individual employed full time by the private provider firm under whose authority the inspection was completed. The statement required of the private provider shall be substantially in the following form and shall be signed and sealed by a private provider as established in subsection (1) or may be electronically transmitted to the local building official:

To the best of my knowledge and belief, the building components and site improvements outlined herein and

inspected under my authority have been completed in conformance with the approved plans and the applicable codes.

(16)(a) ~~(14)(a)~~ The local building official may only perform building inspections of construction that a private provider has determined to be compliant with the applicable codes if the local building official has knowledge that the private provider did not perform the required inspections. If the local building official has such knowledge, the local building official must provide to the private provider written notice of the facts and circumstances upon which the local building official relied for such knowledge before performing a required inspection. The local building official may review forms and documents required under this section for completeness only. No more than 10 business days, or if the permit is related to single-family or two-family dwellings then no more than 2 business days, after receipt of a request for a certificate of occupancy or certificate of completion and the applicant's presentation of a certificate of compliance and approval of all other government approvals required by law, including the payment of all outstanding fees, the local building official shall issue the certificate of occupancy or certificate of completion or provide ~~a~~ notice to the applicant of any incomplete forms or documents required under this section

~~identifying the specific deficiencies, as well as the specific code chapters and sections~~.

(b) If the local building official does not provide notice of any incomplete forms or documents ~~the deficiencies~~ within the applicable time periods under paragraph (a), the request for a certificate of occupancy or certificate of completion is automatically granted and deemed issued as of the next business day. The local building official must provide the applicant with the written certificate of occupancy or certificate of completion within 10 days after it is automatically granted and issued. To resolve any identified issues ~~deficiencies~~, the applicant may elect to dispute the issues ~~deficiencies~~ pursuant to subsection (17) ~~(15)~~ or to submit a corrected request for a certificate of occupancy or certificate of completion.

(17)~~(15)~~ If the local building official determines that the building construction or plans do not comply with the applicable codes, the official may deny the permit or request for a certificate of occupancy or certificate of completion, as appropriate, or may issue a stop-work order for the project or any portion thereof as provided by law, if the official determines that the noncompliance poses an immediate threat to public safety and welfare, subject to the following:

(a) The local building official shall be available to meet with the private provider within 2 business days to resolve any dispute after issuing a stop-work order or providing notice to

the applicant denying a permit or request for a certificate of occupancy or certificate of completion.

(b) If the local building official and private provider are unable to resolve the dispute, the matter shall be referred to the local enforcement agency's board of appeals, if one exists, which shall consider the matter at its next scheduled meeting or sooner. Any decisions by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter.

(c) Notwithstanding any provision of this section, any decisions regarding the issuance of a building permit, certificate of occupancy, or certificate of completion may be reviewed by the local enforcement agency's board of appeals, if one exists. Any decision by the local enforcement agency's board of appeals, or local building official if there is no board of appeals, may be appealed to the commission as provided by this chapter, which shall consider the matter at the commission's next scheduled meeting.

(18) ~~(16)~~ For the purposes of this section, any notice to be provided by the local building official shall be deemed to be provided to the person or entity when successfully transmitted to the e-mail address listed for that person or entity in the permit application or revised permit application, or, if no e-mail address is stated, when actually received by that person or

entity.

(19)(a) ~~(17)(a)~~ A local enforcement agency, local building official, or local government may not adopt or enforce any laws, rules, procedures, policies, qualifications, or standards more stringent than those prescribed by this section.

~~(b) A local enforcement agency, local building official, or local government may establish, for private providers, private provider firms, and duly authorized representatives working within that jurisdiction, a system of registration to verify compliance with the licensure requirements of paragraph (1)(n) and the insurance requirements of subsection (18).~~

(b) ~~(c)~~ This section does not limit the authority of the local building official to issue a stop-work order for a building project or any portion of the project, as provided by law, if the official determines that a condition on the building site constitutes an immediate threat to public safety and welfare.

(c) A local enforcement agency may not prohibit or limit private providers from using virtual inspections if a virtual inspection is not prohibited by any applicable code.

(20) ~~(18)~~ A private provider may perform building code inspection services on a building project under this section only if the private provider maintains insurance for professional liability covering all services performed as a private provider. Such insurance shall have minimum policy

limits of $1 million per occurrence and $2 million in the aggregate for any project with a construction cost of $5 million or less and $2 million per occurrence and $4 million in the aggregate for any project with a construction cost of over $5 million. Nothing in this section limits the ability of a fee owner to require additional insurance or higher policy limits. For these purposes, the term "construction cost" means the total cost of building construction as stated in the building permit application. If the private provider chooses to secure claims-made coverage to fulfill this requirement, the private provider must also maintain coverage for a minimum of 5 years after ~~subsequent to~~ the performance of building code inspection services. The insurance required under this subsection shall be written only by insurers authorized to do business in this state with a minimum A.M. Best's rating of A. Before providing building code inspection services within a local building official's jurisdiction, a private provider must provide to the local building official a certificate of insurance evidencing that the coverages required under this subsection are in force.

(21) ~~(19)~~ When performing building code inspection services, a private provider is subject to the disciplinary guidelines of the applicable professional board with jurisdiction over his or her license or certification under chapter 468, chapter 471, or chapter 481. All private providers shall be subject to the disciplinary guidelines of s.

468.621(1)(c)-(h). Any complaint processing, investigation, and discipline that arise out of a private provider's performance of building code inspection services shall be conducted by the applicable professional board.

(22)~~(20)~~ A local building code enforcement agency may not audit the performance of building code inspection services by private providers operating within the local jurisdiction until the agency has created standard operating private provider audit procedures for the agency's internal inspection and review staff, which includes, at a minimum, the private provider audit purpose and scope, private provider audit criteria, an explanation of private provider audit processes and objections, and detailed findings of areas of noncompliance. Such private provider audit procedures must be publicly available online, and a printed version must be readily accessible in agency buildings. The private provider audit results of staff for the prior two quarters also must be publicly available. The agency's audit processes must adhere to the agency's posted standard operating audit procedures. The same private provider or private provider firm may not be audited more than four times in a year unless the local building official determines a condition of a building constitutes an immediate threat to public safety and welfare, which must be communicated in writing to the private provider or private provider firm. The private provider or private provider firm must be given notice of each audit to be

performed at least 5 business days before the audit. Work on a building or structure may proceed after inspection and approval by a private provider. The work may not be delayed for completion of an inspection audit by the local building code enforcement agency.

(23) ~~(21)~~ The local government, ~~the~~ local building official, and ~~their~~ building code enforcement personnel shall be immune from liability to any person or party for any action or inaction by a fee owner of a building, or by a private provider or its duly authorized representative, in connection with building code inspection services as authorized in this act. The local government, local enforcement agency, local building official, and building code enforcement personnel may not prohibit or discourage the use of a private provider or a private provider firm.

(24) ~~(22)~~ Notwithstanding any other law, a county, a municipality, a school district, or an independent special district may use a private provider or a private provider firm, or may employ a licensed building inspector as described in s. 468.603(5)(a) or a person who holds the same licensure or certification as a private provider, to provide building code inspection services for a public works project, an improvement, a building, or any other structure that is owned by the county, municipality, school district, or independent special district.

Section 10. Paragraph (a) of subsection (1) of section

553.792, Florida Statutes, is amended to read:

553.792 Building permit application to local government.—

(1)(a) A local government must approve, approve with conditions, or deny a building permit application after receipt of a completed and sufficient application within the following timeframes, unless the applicant waives such timeframes in writing:

1. Within 5 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits for an existing single-family residential dwelling if the value of the work is less than $15,000: structural, accessory structure, alarm, electrical, gas, irrigation, landscaping, mechanical, plumbing, or roofing.

2.~~1.~~ Within 30 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits if the structure is less than 7,500 square feet: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

3.~~2.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building

permits if the structure is 7,500 square feet or more: residential units, including a single-family residential unit or a single-family residential dwelling, accessory structure, alarm, electrical, irrigation, landscaping, mechanical, plumbing, or roofing.

4.~~3.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: signs or nonresidential buildings that are less than 25,000 square feet.

5.~~4.~~ Within 60 business days after receiving a complete and sufficient application, for an applicant using a local government plans reviewer to obtain the following building permits: multifamily residential, not exceeding 50 units; site-plan approvals and subdivision plats not requiring public hearing or public notice; and lot grading and site alteration.

6.~~5.~~ Within 12 business days after receiving a complete and sufficient application, for an applicant using a master building permit consistent with s. 553.794 to obtain a site-specific building permit.

7.~~6.~~ Within 10 business days after receiving a complete and sufficient application, for an applicant for a single-family residential dwelling applied for by a contractor licensed in this state on behalf of a property owner who participates in a Community Development Block Grant-Disaster Recovery program

~~administered by the Department of Commerce~~, unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

However, the local government may not require the waiver of the timeframes in this section as a condition precedent to reviewing an applicant's building permit application.

Section 11. Paragraph (c) is added to subsection (1) of section 720.3035, Florida Statutes, to read:

720.3035 Architectural control covenants; parcel owner improvements; rights and privileges.—

(1)

(c) An association or any architectural, construction improvement, or other such similar committee of an association may not require a building permit to be issued by a governmental authority to a parcel owner as a prerequisite for review by the association or committee concerning the construction of structures or improvements on the parcel.

Section 12. This act shall take effect July 1, 2026.

Upfront Application fee for Building Permit
Base Permit Fee Exceeds $400.00
Minimum building Permit Fee
DOUBLE FEES: When work for which a permit is required is commenced prior to obtaining a permit, the permit applicant will be required to pay an additional fee of one hundred percent 100% of the usual permit fee in addition to the required permit fee established herein. The payment of the required fee shall not relieve the applicant of other penalties established by law.
Inspection Fees:
RE-INSPECTION FEES A permit holder shall pay a fee of $100.00 for each additional inspection required to assure compliance with the applicable Building Code(s) beyond the initial and one follow-up inspection. All additional inspection fees shall be paid by any method acceptable to the Miami-Dade County Regulatory and Economic Resources Department (RER or Department).
Overtime Inspections (Requires written Village approval for overtime work hours)
Back flow annual inspection
Boiler or pressure vessel annual inspection
Specialty Plan Review Fees:
Public works
Zoning

Structural Engineering
Civil
Flood
Change of Contractor
Permit Extension before expiration
Permit Renewal: Within six months of the expiration date
Permit Renewal: After six months of the expiration date
Certificate of Occupancy, temporary or final
Certificate of Completeion
BUILDING
New Single Family
New Multi Family or Commercial 10,000 square feet of less
New Multi Family or Commercial over 10,000 square feet
New Commercial Buildout
Remodeling / Alteration
Residential addition
Residential remodeling / alteration
Commercial remodeling / alteration
**Additions computed as new area plus remodeling area
Swimming Pool single family residential. (Each New)
Swimming Pool single family residential, repair.
Swimming Pool multi family or commercial. (Each New)
Swimming Pool multi family or commercial, repair
Pool resurface

Demolition Singlefamily dwelling
Demolition Multi Story Building
Solar Pannels, Single family Building fee
Seawall
Contruction Crane
Backup generator, single family (Building fee)
Backup Generator Commercial or multi family (Building fee)
Shop Drawings (Trusses, stairs)
Walk-In Coolers, each (Building fee)
Asphalt resurfacing with restriping
Restriping only
Concrete slabs / driveways / paving
Fences
Chain link (for construction only)
Wood/Metal/PVC
Concrete fence (prefab)
Retaining Wall
Awnings, Canopies, Residential Patios, Carports, Pergolas
Hand Rails/Balcony rails
Sign
WINDOWS
Skylights, each
Storefront, Commercial Per pane or door
Windows
Glass doors (per pane)
ROOFING
Flat roofs
Shingle roofs
Tile Roofs
Metal roofs
Revisions (Review fees plus per Square foot fee for added area)
MECHANICAL
Minimum Mechanical
A/C changeout up to 6000 BTU
A/C changeout over 6000 BTU
Cooling tower replacement
New Construction up to 10,000 sf
New Construction over 10,000 sf
Trash Chute
Elevators, Escalators, and Other Transporting Devices (County Approval Required)
Fire sprinklers

PLUMBING
Minimum Plumbing
New Construction up to 10,000 sf
New Construction over 10,000 sf
Water heater changeout
Boiler replacement
Grease Trap / Underground Tanks
Gas
Pool Plumbing
Wells
Civil (drainage/utility connection/etc)
ELECTRICAL
Minimum Electrical
New Construction up to 10,000 sf
New Construction over 10,000 sf
Temporary Power
Meter changeout
Panel changeout
Pool Electric
Solar Panels
Generator, residential
Generator, Commercial
Low Voltage Residential
Low Voltage Commercial
Fire Alarm
Sign Electrical
Miscellaneous Permits:
Construction Dumpster
Portable Toilet
Construction Trailer, Sales Model (modular/pre-fabricated)
Construction in Right of Way
Temporary Use of Right of Way
Exterior Paint Color Compliance Review (Zoning Required)
New Metal or Wood Prefab Storage Shed or Utility Building
Construction Bond (Refundable)

$150.00 non-refundable
Non-refundable plan review fee equal to one-third of the base building permit fee (including electrical, plumbing, and mechanical) paid at the time of submittal of the building permit application. This fee shall be applied to the total fees at the time of issuance of the building permit. Should a building permit not be issued, this fee shall not be refunded.
$150
$100.00
$300 first hour, $150 each subsequent hour.
$150
$150
$95.00 per hour or the actual cost of Public Works plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the Public Works review.
$125.00 per hour or the actual cost of zoning services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the zoning review mandated by the Village Code.

$125.00 per hour or the actual cost of engineering services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the structural engineering review mandated by Miami-Dade County.
$95.00 per hour or the actual cost of engineering Civil plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village. Building Department to fully offset all fees and costs incurred by the Village in providing the civil review.
$110.00 per hour or the actual cost of engineering Flood plan review services to the Village shall be passed through and imposed upon the contractor or owner by the Village Building Department to fully offset all fees and costs incurred by the Village in providing the flood review mandated by FEMA.
$150
$150
50% of permit fee
100% of permit fee
$180 / per unit
$180/ each permit
$6.00 / SQUARE FOOT
$6.00 / SQUARE FOOT
$5.75 / SQUARE FOOT
$4.00 / Square foot
$6 / square foor
$3 / square foot
$4 / Square foot
$2,000
$500
$6,000
$1,000
$150

$250
$500
$500
$53/linear foot
$6,000
$500
$4,000
$275
$500
$0.05 / sf
2% of value of work
$0.50 / sf
$0.7/lf
$1.5/lf
$3/lf
$20/lf
$3/sf
$4/lf
$350
$90/each
$50 / each
$50/each
$75/each
$0.50 / Square foot
$0.50 / Square foot
$0.7/ Square foot
$0.7 / Square foot
$250 / Trade review / Cicle
$150
$350
$550
$1,500
$0.25 / square foor
$0.23 / Square foot
$50 / floor
$150
$500

$150
$0.24/ square foor
$0.22 / Square foot
$150
$1,500
$500
$150 / connection
$300
$150
2% of value of work
$150
$0.25 / square foor
$0.23 / Square foot
$300
$300
$300
$500
$200
$250
$1,000
$0.2 / SF
$0.25 / SF
$0.2 / SF
$200
$150
$150
$400/ each
5% of value of work
$150 for every five-day period
$150
$150 (plus MEP, if applicable)
$500.00 – Single Family $1000.00 – Multifamily / Commercial $5000.00 – Right of Way Construction

ITEM NO. 11.H

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Christina Viala, Chief Resilience Officer

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AMENDMENT NO. 1 TO AGREEMENT NO. C2302 WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FINANCING OF THE HARBOR ISLAND STORMWATER IMPROVEMENT PROJECT (F/K/A THE HARBOR ISLAND OUTFALL PROJECT); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

RECOMMENDATION

It is recommended that the Village Commission approve Amendment No. 1 to FDEP Agreement C2302 to fund stormwater and water quality improvement on Harbor Island.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission's ratification of Amendment No. 1 to the previously approved agreement with the Florida Department of Environmental Protection (FDEP) for the Village's Harbor Island Outfall Improvement Project.

On October 1, 2024, the Village Commission adopted Resolution No. 2024-093, accepting a $2,000,000 State appropriation (Agreement No. C2302) from the Florida Department of Environmental Protection (FDEP) to fund stormwater and water quality improvements on Harbor Island.

The original agreement identified the project as the Harbor Island Outfall Improvement Project, which limited reimbursement eligibility for certain stormwater-related improvements. Amendment No. 1, issued by FDEP, revises the project title to Harbor Island Stormwater Improvement Project, thereby removing those reimbursement restrictions and allowing a broader range of stormwater improvement costs to qualify for funding.

Additionally, the amendment extends the agreement term from June 30, 2026, to May 31,

2029, providing sufficient time to complete the project's design, permitting, and construction phases while preserving the Village's access to the awarded funding. The amendment does not include any other material changes to the Village's financial obligations or administrative responsibilities.

It is recommended that the Village Commission ratify Amendment No. 1 to FDEP Agreement C2302 to fund stormwater and water quality improvements on Harbor Island.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
There is no change to the total grant award amount of $2,000,000.

Amendment No. 1 extends the agreement term to May 31, 2029, and updates the project title to ensure future reimbursement eligibility but does not increase the Village's financial obligations.

PERSONNEL IMPACT
None

ATTACHMENTS
Resolution Ratifying Amendment 1 To FDEP Contract C2302.DOCX
Exhibit A-Amendment 1 - C2302.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, RATIFYING AMENDMENT NO. 1 TO AGREEMENT NO. C2302 WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE FINANCING OF THE HARBOR ISLAND STORMWATER IMPROVEMENT PROJECT (F/K/A THE HARBOR ISLAND OUTFALL PROJECT); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 1, 2024, the North Bay Village (the "Village") Commission adopted Resolution No. 2024-093 accepting and approving a $2,000,000 state appropriation from the Florida Department of Environmental Protection (the "FDEP") for the Village's Harbor Island Outfall Improvement Project (the "Project"); and

WHEREAS, the Village entered into Agreement No. C2302 with FDEP for the Project on November 7, 2024 (the "Agreement"); and

WHEREAS, the Village has requested a change in the Project's name from North Bay Village Harbor Island Outfall Improvement Project to North Bay Village Harbor Island Stormwater Improvement Project, an amendment to the Grant Work Plan, and an extension of the term of the Agreement to May 31, 2029; and

WHEREAS, the Village and FDEP wish to enter into Amendment No. 1 to the Agreement, attached hereto and incorporated herein as Exhibit "A" (the "Amendment No. 1"); and

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

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

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

Section 2. Ratification. That the Village Commission hereby ratifies Amendment No. 1 and the Village Manager's execution of Amendment No. 1.

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

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

AMENDMENT NO. 1
TO AGREEMENT NO. C2302
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
NORTH BAY VILLAGE

This Amendment to Agreement No. C2302 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the North Bay Village (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for North Bay Village Harbor Island Outfall Improvement Project, effective November 7, 2024; and,

WHEREAS, the Grantee has requested a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to change the Project Title; and,

WHEREAS, the Grantee has requested to remove a task from the Grant Work Plan; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to staff transitions; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 1. of the Standard Grant Agreement is hereby revised to North Bay Village Harbor Island Stormwater Improvement Project.

2. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to May 31, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

3. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager	**Grantee's Grant Manager**
Name: Ravynskye Aguirre	Name: Annabelle Rodriguez
Address: Florida Dept. of Environmental Protection	Address: 1666 Kennedy Causeway, Suite 300
3900 Commonwealth Blvd., MS 3602	North Bay Village, FL 33141
Tallahassee, FL 3239-3000	
Phone: 850-245-2945	Phone: 305-756-7171
Email: Ravynskye.Aguirre@FloridaDEP.gov	Email: arodriguez@nbvillage.com

4. Section 5. of Attachment 2 is hereby revised as follows:

No Equipment purchases shall be funded under this Agreement.

5. Section 11. of Attachment 2 is hereby revised as follows:

Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

6. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

7. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

8. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

9. Exhibit B, Property Reporting Form, is hereby deleted in its entirety.

10. Exhibit C, Payment Request Summary Form, is hereby deleted in its entirety and replaced with Exhibit C-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit C, shall hereinafter refer to Exhibit C-1.

11. Exhibit F, Common Carrier or Contracted Carrier Attestation Form PUR1808 (State), is hereby deleted in its entirety.

12. Exhibit I, Forced Labor Attestation Form, is hereby deleted in its entirety.

13. Exhibit G, Photo Release Form, is hereby deleted in its entirety.

14. Exhibit J, Contractual Services, is hereby deleted in its entirety.

15. Exhibit K, Final Report Template, is hereby deleted in its entirety

16. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

NORTH BAY VILLAGE

By: _____
Authorized Signature

Frank Rollason, Village Manager
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Ravynskye Aguirre, DEP Grant Manager

_____
Kyleigh Revis, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form
Exhibit	C-1	Payment Request Summary Form

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: North Bay Village Harbor Island Stormwater Improvement Project

PROJECT LOCATION: The Project will be located in North Bay Village within Miami-Dade County; Lat/Long (25.8487, -80.1586).

PROJECT BACKGROUND: In June 2022, North Bay Village (Grantee) completed and adopted a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize flooding and water quality improvements within the Village. While flooding was not as significant of a concern for Harbor Island than other parts of the community, water quality improvements were included, as the health of Biscayne Bay is a top priority for the Village and its Commission. A goal of the SWMP is to improve the water quality of stormwater discharge into Biscayne Bay and this Project focuses on the goal of water quality improvement.

PROJECT DESCRIPTION: The Grantee will design and install baffle boxes, pollution control structures, or other comparable infrastructure for the updated outfall locations on Habor Island. There are currently 13 outfalls, and some may be consolidated as part of this Project. Baffle boxes or pollution control structures are underground structures used in stormwater management systems to capture debris, sediment, and pollutants from stormwater runoff, and will immediately improve the water quality of the stormwater discharge. The Grantee will provide public education about the project and its environmental benefits to the public.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the North Bay Village Harbor Island Stormwater Improvement Project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct the North Bay Village Harbor Island Stormwater Improvement Project in accordance with the final design. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Public Education

Deliverables: The Grantee will provide public education about the project and its environmental benefits. The Grantee may provide public education in the following formats: 1) Printed material for distribution such as brochure(s); 2) website posting(s); 3) social media posting(s); and 4) Public Service Announcements (PSAs) explaining the project.

Documentation: Prior to public distribution, all education materials must be approved in writing by the Department's Grant Manager. The Department's Grant Manager will save copies of approved content as accepted deliverable documentation. Before submitting a payment request, the Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$50,000	07/01/2023	12/31/2027
2	Construction	Contractual Services	$1,925,000	07/01/2023	11/30/2028
3	Public Education	Contractual Services	$25,000	07/01/2023	11/30/2028
		Total:	$2,000,000		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2023-2024	37.112	Biscayne Bay Water Quality Improvement Grant - GAA LI 1823, GR	$2,000,000.00	140143
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$2,000,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C-1
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

ITEM NO. 11.I

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: June 29, 2026

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

FROM: Roger Hogg, Capital Improvements Project Director

SPONSORED BY: Frank Rollason, Village Manager

SUBJECT: **A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PREMIERE DESIGN SOLUTIONS, INC. FOR SURVEYING SERVICES AND SUBSURFACE UTILITY EXPLORATION (SUE) SERVICES FOR THE HARBOR ISLAND STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $21,406.30; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. - VILLAGE MANAGER, FRANK ROLLASON (CIP DIRECTOR, ROGER HOGG)**

RECOMMENDATION

It is recommended that the Village Commission approve an agreement with Premiere Design Solutions Inc. (PDS) in the amount of $21,406.30 for subsurface utility engineering services in support of the Harbor Island Phase 1 stormwater design.

BACKGROUND AND ANALYSIS

The proposed Resolution requests the Village Commission approve an agreement with Premiere Design Solutions Inc. for utility engineering services to support Phase 1 of the Harbor Island Stormwater Improvement Project.

On March 17, 2026, the Village Commission adopted Resolution No. 2026-025, which approved Amendment No.1 of Work Order No. RIB2401 with Ribbeck Engineering, Inc. in the amount of $147,609.28 for expanded engineering services related to Harbor Island Phase 1 Stormwater Improvements, including seawall design and outfall modifications, consistent with the Village's Stormwater Master Plan and resilience goals.

The proposed work order is for Subsurface Utility Engineering (SUE) services that involves locating, mapping, and verifying underground utilities using ASCE 38 standards, technologies

like GPR and electromagnetic locating, and methods ranging from records research (Level D) to vacuum excavation (Level A). These services help reduce construction risks, prevent utility conflicts, and improve project safety and cost efficiency. This work is required to deliver complete, construction-ready engineering design documents.

To support the continued design of the Harbor Island Phase I Stormwater Improvements project, the Capital Improvement Projects Department determined that it was necessary to engage a Subsurface Utility Engineering (SUE) consultant through a direct contract to advance the project design. Ribbeck Engineering will coordinate the execution of these services directly with the SUE vendor with continuing oversight by the CIP Department Project Manager.

The Village contacted 3 vendors for this scope of work needed for this service and received the following quotes:

Premiere Design Solutions - $21,406.30
US Utility - $26,590.00
Hadonne - $27,000.00

It is recommended that the Village Commission approve an agreement with Premiere Design Solutions in the amount of $21,406.30 for subsurface utility engineering services in support of the Harbor Island Phase 1 Stormwater Design.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
Fund Name: Capital Project-Harbor Island Stormwater Improvement
GL Line-Item Number: 340-36-538-6305
Total Budget Allocated: $660,511.00
Encumbered Amount: $563,773.74
Remaining Balance: $ 96,737.26
Amount Requested: $21,406.30

PERSONNEL IMPACT
NONE

ATTACHMENTS
Resolution - PDS Subsurface Utility Exploration (SUE) Services.DOCX
Exhibit A-PDS - SUE Services.pdf
SUE Services Quote Analysis Summary.pdf
Hadonne - SUE fee proposal.pdf
USU Harbor Island Storm Drain Improvements -SUE.pdf

RESOLUTION NO. 2026- _____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PREMIERE DESIGN SOLUTIONS, INC. FOR SURVEYING SERVICES AND SUBSURFACE UTILITY EXPLORATION (SUE) SERVICES FOR THE HARBOR ISLAND STORMWATER IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $21,406.30; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 17, 2026, the Village Commission adopted Resolution No. 2026-025, which approved Amendment No. 1 of Work Order No. RIB2401 with Ribbeck Engineering, Inc. in the amount of $147,609.28 for expanded engineering services related to Harbor Island Phase 1 Stormwater Improvements, including seawall design and outfall modifications, consistent with the Village's Stormwater Master Plan and resilience goals; and

WHEREAS, the Harbor Island Phase 1 Stormwater Improvements project (the "Project") requires Subsurface Utility Engineering (SUE) services to locate, map, and verify underground utilities using ASCE 38 standards and advanced technologies including ground-penetrating radar (GPR) and electromagnetic locating methods, ranging from records research to vacuum excavation (the “Services”); and

WHEREAS, the Services are necessary to reduce construction risks, prevent utility conflicts, improve project safety and cost efficiency, and deliver complete, construction-ready engineering design documents; and

WHEREAS, the Capital Improvement Projects Department determined that engaging a specialized SUE consultant through a direct contract was necessary to advance the Project design in a timely manner, with Ribbeck Engineering providing coordination and oversight; and

WHEREAS, the Village has solicited and evaluated proposals for surveying and SUE services, and has identified Premiere Design Solutions, Inc. ("Consultant") as a qualified consultant to provide such services; and

WHEREAS, the Consultant has submitted a proposal, attached hereto as Exhibit

"A," to provide the Services for the Project in an amount not to exceed $21,406.30; and

WHEREAS, the Village Commission desires to authorize the Village Manager to enter into an agreement with the Consultant for the Services; and

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

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

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

Section 2. Authorization. That the Village Commission hereby authorizes the Village Manager to enter into a Professional Services Agreement with Premiere Design Solutions, Inc., consistent with the Proposal attached hereto as Exhibit "A," for the Services in support of the Project in an amount not to exceed $21,406.30.

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

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

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

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

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

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L. Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney

PREMIERE DESIGN SOLUTIONS, INC
11606 City Hall Promenade, Suite 200, Miramar, FL 33025
Tel: (954) 237 7850 - Fax: (954) 337 2332

May 1, 2026

Mr. Roger Hogg
Capital Improvements Director
North Bay Village
1666 Kennedy Causeway, Suite 101
North Bay Village, FL 33141
305-877-2855
rhogg@nbvillage.com

Submitted Via email.

REF: Professional Land Surveying Services for the stormwater system improvements
Harbor Island Subsurface Utility Exploration (SUE) Services
North Bay Village, Miami-Dade County, Florida, PDS Project No. 26210013.1

Dear Mr. Hogg,

Premiere Design Solutions, Inc. (PDS) ("Consultant"), is pleased to submit this proposal for the above referenced project to **North Bay Village** (Client), to provide Professional Surveying and Underground Utility Investigation services, in the area shown below in Harbor Island. Proposed services include the following:

Task 1. Harbor Island Designation Services

This task includes the horizontal designation to locate underground utilities at ten (10) spots. Each spot will require the designation of an area of approximately 10'x10'. In additional to the 10 locations, PDS will also scan the area in red in the image below within a village park, and also along East and West Drive to locate an existing water main. Designation services will cover approximately 4,000 LF of water main along public roads and 10,000 SF of park land area.

To accomplish the intent of this project, PDS will visit the site with the intent to scan with GPR and Electromagnetic Induction devices, ten (10) locations to be defined by the client within Harbor Island. Each of these ten (10) locations will be scanned for an area of 10'x10', centered in the location provided by the client. Any indication of underground utility found will be painted with paint on the field. Also, the 10'x10' area boundary will be white marked with white paint, and any utilities found within this area will be painted.

In addition to the ten location, the area in red below will be scanned to look for additional unknown utilities in this area. Any finding will be painted or marked in the field.

PREMIERE DESIGN SOLUTIONS, INC
11606 City Hall Promenade, Suite 200, Miramar, FL 33025
Tel: (954) 237 7850 - Fax: (954) 337 2332



PDS will also provide services to locate and mark the existing water main along East and West Drive in Harbor island as shown in the image to the right.



Please note that the priority of this effort is to locate the existing water main, which will be located in this area, and painted.

Upon completion of the designation and painting activities, our survey crew will visit the site and collect with survey grade equipment, at each of the locations, all painting performed by the designation crew. The survey crew will also mark and identify the center point in the field with a nail and disk or a wood stake in grassed areas for the 10 locations indicated by the client. Client shall provide all available design drawings and as-builts for this project obtained from the City for our review prior to visiting the field.

PDS will Provide underground utility designation services through this task, including Quality Level "B" underground utility location according to ASCE SUE procedures adopted by Federal Highway Administration. It is anticipated that Owner or Client will provide a sketch or drawing indicating the utilities that they need located. All locations shall be released to be scanned at the same time.

Firm conducting the geotechnical testing shall still call an excavation ticket to Sunshine State One Call of Florida to have area painted by locator companies.

Please note that GPR readings below the water table are not reliable and especially in salt water areas, therefore non-metallic utilities under water table may not be able to be identified. Also, for best results, GPR equipment needs a level surface.

Deliverables of this task will include an AutoCAD file showing the 10 points of the proposed test location with coordinate and elevation, along with drafted lines based on field painting of the result of the designation activities.

Task 2. <u>Harbor Island Soft Digs (10)</u>

PDS will conduct soft dig exploratory test holes in compliance with Location Services - (Quality Level 'A') at up to ten (10) locations as provided by the client within the area of work described above to accurately find the horizontal and vertical location of existing underground utilities in conflict with proposed improvements in the project area.

At these ten (10) target locations identified by the Client, PDS will perform soft dig exploratory test holes in compliance with Location Services - (Quality Level 'A'). This proposal includes test holes at the specific locations requested by the design engineer to be performed by soft dig methods. Test holes will be utilized to expose utilities to minimize any potential for damage during construction. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Impervious soft dig locations will be finished with compacted cold mix asphalt regardless of existing finish. Installation of an identifiable above ground marker will be placed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size and material if applicable, measured with survey grade equipment and accuracy, generating up to 10 Soft-Dig/Verified Vertical Elevation and Horizontal Locations (VVH) reports. Deliverables will include the VVH reports in PDF format and an AutoCAD file with the mapped locations and elevations of the test holes, and utilities found in demarcation, referenced to the Horizontal Datum 1983/2011 and ground elevations referenced to the National Geodetic Vertical Datum of 1929 (NGVD29).

It is assumed that all soft digs will be released for work at the same time, and that no MOT permit is required, but basic MOT will be provided. Owner shall provide as-builts of utilities being targeted prior to execution of the work. Minimum number of soft digs that can be requested per mobilization is four (4).

Please note that the designation and soft dig activities are inhibited by groundwater. GPR scanning results of underground utilities under the water table are not reliable and often missed. Electromagnetic induction works on metallic underground utilities, or utilities with tracer wire, however, non-metallic utilities under the water table may not be able to be located. Furthermore, soft dig exploratory excavations are performed with vacuum truck, and once the excavation hits the groundwater, vacuum attachment pulls groundwater out of the excavation, and it becomes hard to continue excavation much further below the groundwater level encountered. It is possible that utility under the groundwater would not be able to be visually verified as of size and material even if its found, as it will be impossible to observe under the disturbed groundwater inside the excavation pit. Test hole will be considered complete once test hole becomes unfeasible under water table and billed as such.

Deliverables of this task will include a VVH report page showing the location and information collected for each soft dig. At locations where soft dig hits refusal of excavation or if soft dig excavation is 10' deep without finding the utility, the soft dig will be considered completed. Also, an Autocad or txt file showing the location of each soft dig with ground elevations will be provided, collected with survey grade accuracy by our survey crew.

PROPOSED COST OF SERVICES

The cost below shall be billed in a lump sum basis based in the percent completion levels as agreed with the client in a monthly basis.

Task 1. Harbor Island Designation Services	***$11,406.30***
Task 2. Harbor Island Soft Digs (10)	***$10,000.00***
Total Lump Sum	***$21,406.30***

PREMIERE DESIGN SOLUTIONS, INC
11606 City Hall Promenade, Suite 200, Miramar, FL 33025
Tel: (954) 237 7850 - Fax: (954) 337 2332

PROPOSED TIME SCHEDULE

After obtaining NTP on this project, we can start approved work one week and estimate a completion time as follows:

Task 1 ..... 2 Weeks
Task 2 ..... 2 Weeks

The total expected duration for the project is 34 weeks. We value the opportunity to provide our professional services on this exciting project. If you have any questions, please call us at (954)-237-7850.

Sincerely,

PREMIERE DESIGN SOLUTIONS, Inc.



Luis J. Jurado, P.E.
President

EXCLUSIONS

1. No MOT Permit, Design, barricades, or Off-Duty Police is included.
2. No land clearing of overgrown vegetation is included.
3. Services that are not mentioned as part of the exclusions and are not described in the scope of services are not included.

If requested by the Client, PDS can provide a proposal for the items not included in the scope of services.

CONTRACT TERMS AND AGREEMENTS

1. Client and/or Owner shall coordinate and assist Survey Crew to obtain access to private properties.
2. This contract agreement is for a lump sum contract. Additional work, if approved by owner, performed under the scope of services will be billed on a time-spent basis per our current schedule of fees at time of work execution.
3. Invoices are due net thirty days from invoice date.
4. Any invoices past due more than 30 days will accrue a 1.5% interest per month fee.
5. Client shall provide drawings or sketches detailing project area extents.

Harbor Island Stormwater Improvements Design Phase 1

Subsurface Utitlity Designation and Location Services Proposal Summary

Rank	***Vendor Name***	***Location***	***Contact***	***Total Fee***	***Notes***
1	Premiere Design Solutions, Inc.	Miramar, FL	Gustavo Eckardt	**21,406.30**	Includes survey and CAD in deliverables
2	Hadonne	Doral, FL	Pedro Ugas	**27,000.00**	Includes survey and CAD in deliverables
3	US Utility and Potholing	Pompano Beach, FL	Chuck Faust	**26,590.00**	*Does not include survey and CAD*

PROPOSAL / AGREEMENT

June 17, 2026 **SENT VIA:** rhogg@nbvillage.com

SUBMITTED TO:
Roger Hogg, P.E
Capital Improvements Director
North Bay Village

ABOUT:
Subsurface Utility Designates and Locates for the project known as "**Harbor Island Phase I**" located in North Bay Village, Miami-Dade County, Florida.

Dear Mr. Szasz:

Pursuant to your request regarding a fee estimate for surveying and mapping services for the above referenced project. **HADONNE (HC)** is pleased to submit the following proposal for your consideration:

SCOPE OF SERVICES:

TASK 1 – Quality Level B (QL-B) Utility Designation

Perform Quality Level B (QL-B) utility designation of all detectable underground utilities located within a 10-foot by 10-foot area at the locations identified in the conflict matrix under Phase I (Items 26 through 35). Survey the designated utility markings in the field and provide a CAD file showing the horizontal locations of the designated utilities.

Perform Quality Level B (QL-B) utility designation of the existing water main along East and West Drive. Survey the designated water main in the field and provide a CAD file showing the horizontal location of the water main.

Perform Quality Level B (QL-B) utility designation in the area of existing park as shown on **Exhibit A**. Survey designated utilities. Provide Cad file showing utility lines as designated in the field.

Phase II – Quality Level A (QL-A) Utility Verification

Using vacuum excavation, perform ten (10) test holes (Quality Level A) at locations designated by the Engineer of Record (EOR). For each test hole, collect and document the utility type, size, material, and horizontal and vertical location as physically verified in the field. The centerline of each verified utility will be marked in the field with a nail or wooden stake. Survey the marked utility locations and provide a CAD file showing the verified utility locations.

DELIVERABLES:

Provide CADD file showing the designated lines. CADD file in CIVIL 3D Format.

TIME OF COMPLETION:

We have estimated three calendar weeks to submit the project CADD files showing the underground lines.

SCHEDULE OF FEES:

TASK 1

The professional compensation for performing this project shall be a lump sum fee of **$ 15,000.00** and invoice shall be due upon completion of the project.

TASK 2

Test Holes (THs) will be billed at a rate of $1,200.00 per TH, with a minimum request of four (4) THs per mobilization. Estimate 10 test holes **$ 12,000.00**

PROJECT AREA, LENGTH, SIZE AND LOCATION:
See attached **(Exhibit "A").**

By signing below, I APPROVE AND ACCEPT this letter as a legal contract and read and agree to the payment terms as set forth above.

By: _____ **Title:** _____
(Authorized Signature)

_____ **Date:** _____
(Typed or printed name)

Thank you for this opportunity to present this proposal for your consideration and look forward to your favorable response. In the interim, if there is anything we can do to be of service in this or any other matter, please do not hesitate to call me directly at +1(305) 266-1188.

Respectfully,
Pedro Ugas
Pedro Ugas
Utility Coordination and SUE Manager

TERMS AND CONDITIONS

2026 HOURLY RATES:

Survey Field Crew 3 Man (8 HR Day)	$1,800.00 per Day
Survey Field Crew 2 Man (8 HR Day)	$1,500.00 per Day
CADD Technician	$105.00 per Hour
Survey Technician	$125.00 per Hour
Senior Surveyor & Mapper (Principal)	$180.00 per Hour
Surveyor & Mapper	$150.00 per Hour
Expert Witness	$200.00 per Hour
Utility Coordinator	$170.00 per Hour
EM Locating Crew	$170.00 per Hour
Two Man GPR and Locating Crew	$220.00 per Hour

QUALIFICATIONS:

County and / or Municipality Fees are not included in this Proposal and are the Client's responsibility. Rule of Law: All field and office efforts in connection with this project will be performed in strict accordance with the applicable provisions of the "Minimum Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J17-05 Florida Administrative Code. Requests for service not specifically enumerated in this Proposal will be addressed via separate response if so required and an additional charge will apply per HC's hourly rates for calendar year 2026, which are set forth in the "Estimate Fee" section of this Proposal. Our ability to perform is and will be completely influenced by the Client's ability to make the site available and to eliminate all conditions that may interfere with HC's ability to furnish services, and weather conditions. HC will require 24-hour prior written notice before fieldwork can be performed. This notice should be sent via email to HC.

SUBSURFACE UTILITY ENGINEERING (S.U.E.):

The client should be aware that GPR Technology is not 100% accurate. Depending on factors such as and not limited to soil type, soil moisture, size of underground utility, type of underground utility, depth of underground utilities; some utilities may not be detected by GPR. GPR will detect the presence of the utility but not the type. HC will do its best to identify the type of utility, but it may occur that some detected utility remains unidentified. Area to be located with GPR should be clean without mayor vegetation, debris or any structure that may prevent the use of the equipment. Cleaning, removing of debris or vegetation is not included in this proposal.

PAYMENTS TERMS:

Payment is due for HC's completion of each task UPON RECEIPT of HC's Invoices. It is understood that this agreement is between HC and the Client. HC's failure to strictly enforce any provision in this Proposal shall NOT be construed as a modification or amendment of the Proposal's terms, specifically these payment terms, unless otherwise agreed to in writing by HC. HC's receipt of this Proposal, signed by Client, constitutes Client's acceptance of these terms, and HC's Standard Terms and Conditions (collectively the "Contract"), which is attached and incorporated by reference as if fully set forth here. The Client's signature shall also constitute a notice for HC to proceed with its Scope of Services. In the event HC is required to enforce any terms of the Contract, Client agrees to pay to HC all reasonable attorneys' fees and costs incurred, whether suit is filed or not, including attorneys' fees on appeal. Past due payments under this Proposal are subject to a 1.5% interest per month. For special consideration, the Client agrees that HC's liability for this Project, irrespective of the cause, shall be limited to the amount of the Professional Fees Client pays to HADONNE CORP. Both HC and the Client may terminate this Proposal after ten (10) days' written notice, and upon Client's payment to HC of all outstanding fees and expenses incurred by HC through the date of such written notice.

EXHIBIT "A"



CC American Enterprises LLC dba / US Utility Potholing & Air Excavation
PO Box PO BOX 669364
Pompano Beach, FL 33066 USA
+19549371488
cfaust@usutilitypotholing.com
http://usutilitypotholing.com

Estimate 3146

DATE	TOTAL
04/21/2026	$26,590.00

ADDRESS
Roger Hogg
North Bay Village

SHIP TO
North Bay Village
7900 Harbor Island Dr
Miami Beach, FL 33141

PROJECT
NBV Harbor Island Storm Drain I

DATE	ACTIVITY	QTY	RATE	AMOUNT
	NBV Harbor Island Storm Drain Improvements -SUE			
	Utility Locating Utility Locating of watermain approx 4200 lf	1	4,200.00	4,200.00
	Services:Potholing Regular:Test Holes Asphalt Test holes in asphalt 11 test holes	11	650.00	7,150.00
	Test Hole Setup	1	1,800.00	1,800.00
	Reporting:Reporting Reporting $40.00/ Test Hole	11	40.00	440.00
	Utility Mapping (non Survey grade) Picked up by GPS and KMZ files on google earth overlay	3	1,200.00	3,600.00
	Utility Locating 12 10 x 10 boxes	12	650.00	7,800.00
	Services:Traffic Control:Traffic Control Basic Traffic Control with arrow board	2	800.00	1,600.00
	Survey and CAD Deliverables by Calvin Glordano & Associates hired by North Bay Village			

Utility designation will be conducted utilizing state-of-the-art technology, including Ground Penetrating Radar (GPR) and Utility Line locators via induction and conductive methods. The inductive method, in particular, utilizes energy from the transmitter's antenna to transfer to the underground utility without the need for a metal-to-metal connection. This method is highly effective in inducing current flow in a circuit when direct connection to the utility is not possible.
- It is important to note that the process of identifying and designating underground utilities is not an exact science. It is understood that the consultant cannot guarantee that the use of any particular technology or method will be able to identify all utilities or structures on a given site. Additionally, the complexity of site conditions and circumstances beyond the consultant's control may limit the performance and results of the consultant's

TOTAL	$26,590.00

THANK YOU.

This is a quotation on the goods named, subject to the conditions, inclusions and/or exclusions noted above. To accept the quotation, sign here and return.

services. The client acknowledges & understands these limits.

Accepted By

Accepted Date

This is a quotation on the goods named, subject to
the conditions, inclusions and/or exclusions noted above.
To accept the quotation, sign here and return.

ITEM NO. 13.A

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

TO: Planning and Zoning Board

FROM: Haydee Sera, Village Attorney

SPONSORED BY:

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

RECOMMENDATION

It is recommended that the Commission adopt the proposed Ordinance.

BACKGROUND AND ANALYSIS

See attached memo and proposed ordinance.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ATTACHMENT(S):

Memo - Agenda 2ndReading.DOCX
Ordinance Amending Chapters 8 and 11 and 15 - Sign Code - 05.19.26.docx
Exhibit A to Ordinance - 06.29.26.DOCX
Exhibit B to Ordinance - 05.19.26
Exhibit C to Ordinance - 05.19.26
BIE - Sign Code Amendment - Posted 06.15.2026.pdf

Notice of Public Hearing- MDC Legal Ads 06.16.2026.pdf

Sign Code Update

Summary of code amendments

1. **Unifies sign regulations in Chapter 11 of the ULDC**

Today, Chapter 11 of the Village's Unified Land Development Code (ULDC) serves as the Village's sign code. Additional sign code regulations are found in Chapter 15 of the ULDC, relating to the transect zones, and Chapter 8, relating to zoning, specifically within the accessory use regulations. The proposed ordinance consolidates the sign regulations in a unified Chapter 11.

2. **Provides extensive legislative intent**

Section 11.1 is currently "Purpose." The proposed ordinance provides for an expanded Section 11.1 title and text to address the Village's intent, the scope of the regulations, as well as findings related to the Florida Constitution, Florida Statutes, County Code, the Village's Comprehensive Plan, case law, and the impacts of sign clutter. In addition, Section 11.1 provides specific information on the legislative intent and addresses how substitution and severability of provisions should be treated. For temporary signs, the legislative intent is currently presented under section 11.7(B). The intent language has been incorporated under 11.1 of the proposed ordinance.

3. **Reorganizes regulations and renames sections/titles for user ease**

   a. Existing Chapter 15 sign code regulations 15 have been reorganized within Chapter 11. This reorganization is intended to provide a unified set of sign code regulations in one Chapter.
   b. Existing district-specific regulations from Section 11.9 have been reorganized and consolidated under Section 11.4 of the proposed Ordinance. Accordingly, section 11.10 has been renumbered as 11.9.
   c. In addition, certain provisions of the existing sign regulations have been moved within Chapter 11 to place the regulations in more appropriate and obvious sections and subsections. For example, provisions from existing Section 11.9 relating to illuminated signs have been consolidated under the proposed Section 11.4.
   d. Provisions from Section 8.16.A.1.b.3.(c)-(f) have been moved to Chapter 11. *See* Exhibit C of Ordinance.

4. **Updates definitions**

Section 11.2 currently provides the definitions applicable to the Sign Code and additional definitions are provided in Chapter 15. While many of the existing definitions have been retained, Section 11.2 has been completely updated to provide for more accurate and

modern definitions. Like other sections of the sign code, the definitions have been reorganized.

Following the Planning and Zoning Board meeting, additional revisions were made to the definitions to: add the definition of an “intensely illuminated area” and consolidate the definition of freestanding sign and detached sign. Previously, the Village did not have a definition for freestanding signs, but one had been added for the Board’s review. After further review, the definitions have been consolidated to provide that a detached sign may also be referred to as a freestanding sign. The definition of mural has also been updated.

5. Provides illustrations of sign types

Currently there are no illustrations in Chapter 11. Existing Section 15.6.F of the ULDC, however, provides illustrations that are applicable across all zoning districts in the Village, including the transect zones. As part of the reorganization effort, the illustrations from Section 15.6.F of the ULDC have been moved to a new Section 11.2.5 of the ULDC. For the Planning and Zoning Board hearing, the illustrations were divided into two sections: 11.2.5.1 and 11.2.5.2 providing the temporary and permanent sign type illustrations, respectively. Following the hearing of the ordinance by the Planning and Zoning Board, the ordinance was amended to remove the distinction in the illustrations between temporary and permanent signs as sign types can sometimes be temporary and permanent. For example, a window sign may be temporary and permanent.

6. Planning and Zoning Board Recommendations

On March 4, 2026, the Board considered the ordinance and approved it with the following recommendations: 1) that the amortization for nonconforming signs be adjusted to provide that nonconforming signs that are five years or older, calculated from the date of final permit approval, will have 18 months from the ordinance’s adoption to come into compliance with the current regulations; and 2) that the Village consider adopting regulations prohibiting obscene content. These recommendations will be reviewed and prepared by the Village Attorney’s office prior to second reading.

7. First Reading by Village Commission

On March 17, 2026, the Village Commission considered the ordinance on first reading and approved it.

Between first and second reading, the ordinance has been updated to address the concerns raised by the Commission, which include revisions to nonconforming standards, murals, and provisions for additional signage during certain events.

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Chapter 11, Signs

Section

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- **1. Intent**
- **2. Scope**
- **3. Findings**
  - A. Florida Constitution
  - B. Florida Statutes
  - C. Miami-Dade County Code
  - D. Village Comprehensive Plan
    - i. Future Land Use Element
    - ii. Transportation Element
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  - E. Caselaw
  - F. Impact of Sign Clutter
- **4. Specific Legislative Intent**
- **5. Substitution**
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11.2 Definitions
- "new" and reorganized Definitions

11.2.5 Sign Type Illustrations (previously located in 15.6.F.)
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- Band Sign (syn. Wall Sign)
- Banner
- Canopy Sign
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11.3 Existing nonconforming signs; removal

11.4 Regulations and specifications
- **A. Sign Regulations, Generally**
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11.5 Sign Permits and Fees
11.6 Exempted Signs (Previously, the Village distinguished between exempted signs in the transect zones and elsewhere. After review, determined it should be consolidated under one category). **a. Exempted Signs – All Zoning Districts, including T6-24 and T6-30 Transect Zones**
11.7 Temporary Signs **A. Scope** **B. Duration** (previously 11.7.B was the purpose and intent for temporary signs. These legislative intent provisions have been reorganized under 11.1.4) **C. Permission** **D. Compliance** **E. Prohibition on lighting** **F. Exemptions from Permitting** (G through L have been added from other sections of the code)
11.8 Maintenance, Abandonment, and Removal of Signs
11.9 Variances to Sign regulations (this was previously 11.10)
11.10 Universal Design and American with Disabilities Act (ADA) Compliance (this is a new section)

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA AMENDING CHAPTER 11, "SIGNS," CHAPTER 15, "FORM BASED CODE," AND CHAPTER 8, "ZONING," OF THE VILLAGE'S UNIFIED LAND DEVELOPMENT CODE (ULDC) TO ADDRESS CURRENT LEGAL REQUIREMENTS, TO ESTABLISH SPECIFIC STANDARDS AND REGULATIONS, AND TO CONSOLIDATE ALL PROVISIONS RELATED TO SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII of the State Constitution and Chapter 166, Florida Statutes, provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, North Bay Village (the "Village"), as the governing body, pursuant to the authority vested in Chapter 163 and Chapter 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

WHEREAS, the Village Commission finds and determines that the land development code is required to regulate signs as provided by Section 163.3202(2)(f), Florida Statutes; and

WHEREAS, the Village Commission does not wish to censor speech, but rather to provide for the public welfare by regulating signage in the Village in a manner that enhances the aesthetics of the community, reduces visual pollution, provides clear information and minimizes distractions to drivers in the interests of traffic safety; and

WHEREAS, the Village Commission desires to modify and update its regulation of signs in order to respond to case law including *Reed v. Town of Gilbert*, 576 U.S. 155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) ("*Reed*"), and *City of Austin, Texas v. Reagan Nat'l Advert. of Austin, LLC*, 142 S. Ct. 1464 (2022) ("*Austin*"); and

WHEREAS, the Village finds and determines that the purpose and intent provisions of its signage regulations should be detailed so as to further describe the beneficial aesthetic, traffic safety, and other effects of the Village's sign regulations, and to reaffirm that the sign regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker; and

WHEREAS, various signs that serve as signage for particular land uses are based upon content-neutral criteria in recognition of the functions served by those land uses, and are not based upon any intent to favor any particular viewpoint or control the subject matter of public discourse; and

WHEREAS, the Village finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such as

newspaper advertising, internet advertising and communications, advertising in shoppers and pamphlets, advertising in telephone books, advertising on cable television, advertising on UHF and/or VHF television, advertising on AM and/or FM radio, advertising on satellite radio, advertising on internet radio, advertising via direct mail, and other avenues of communication available in the Village (*see State v. J & J Painting*, 167 N.J. Super. 384, 400 A.2d 1204, 1205 (Super. Ct. App. Div. 1979); *Board of Trustees of State University of New York v. Fox*, 492 U.S. 469, 477 (1989); *Green v. City of Raleigh*, 523 F.3d 293, 305-306 (4th Cir. 2007); *Naser Jewelers v. City of Concord*, 513 F.3d 27 (1st Cir. 2008); *Sullivan v. City of Augusta*, 511 F.3d 16, 43-44 (1st Cir. 2007); *La Tour v. City of Fayetteville*, 442 F.3d 1094, 1097 (8th Cir. 2006); and *Reed v. Town of Gilbert*, 587 F.3d 866, 980-981 (9th Cir. 2009)); and

WHEREAS, in *Reed*, the United States Supreme Court addressed the constitutionality of a local sign ordinance that had different criteria for different types of temporary noncommercial signs; and

WHEREAS, in *Reed*, Justice Alito in a concurring opinion joined in by Justices Kennedy and Sotomayer pointed out that municipalities still have the power to enact and enforce reasonable sign regulations; and

WHEREAS, Justice Alito further noted that in addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech (*see Pleasant Grove City v. Summum*, 555 U.S. 460, 467-469 (2009)), and that government entities may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots; and

WHEREAS, Justice Alito noted that the *Reed* decision, properly understood, will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives, including rules that distinguish between on-premises and off-premises signs; and

WHEREAS, under established Supreme Court precedent and Eleventh Circuit precedent, commercial speech may be subject to greater restrictions than noncommercial speech and that doctrine is true for both temporary signs as well as for permanent signs; and

WHEREAS, all of these findings pursuant to *Reed* and other prior caselaw have been reaffirmed and further reinforced by the *Austin* decision; and

WHEREAS, the Village finds and determines that a traffic control device, as defined herein, should be exempt from regulation under the Village's regulations for signage; and

WHEREAS, the Village finds and determines that the regulation of signs within the Village strongly contributes to the development and maintenance of a pleasing, visually attractive environment, and that these sign regulations are intended to enhance the environment and promote the continued well-being of the Village; and

WHEREAS, the Village finds and determines that the regulation of signage for purposes of aesthetics has long been recognized as advancing the public welfare; and

WHEREAS, the Village finds and determines that, as far back as 1954, the United States Supreme Court recognized that "the concept of the public welfare is broad and inclusive," that the values it represents are "spiritual as well as physical, aesthetic as well as monetary[,]" and that "[i]t is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled" (*Berman v. Parker*, 348 U.S. 26, 33 (1954)); and

WHEREAS, the Village finds and determines that aesthetics is a valid basis for zoning, and that the regulation of the size and appearance of signs and the prohibition of certain types of signs can be based upon aesthetic grounds alone as promoting the general welfare (*see Merritt v. Peters*, 65 So. 2d 861 (Fla. 1953); *Dade County v. Gould*, 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advertising Co. v. Metropolitan Dade County*, 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed*, 400 U.S. 878 (1970)); and

WHEREAS, the Village finds and determines that these sign regulations further the character and ambiance of the Village, and reflect its commitment to maintaining and improving an attractive environment; and

WHEREAS, the Village finds and determines that the beauty of the Village's natural and built environment has provided the foundation for the economic base of the Village's development, and that the Village's sign regulations help create an attractive residential community for its residents; and

WHEREAS, the Village finds and determines that the goals, objectives and policies of its plans over the years demonstrate a strong, long-term commitment to maintaining and improving the Village's attractive and visual environment; and

WHEREAS, the Village finds and determines that, from a planning perspective, one of the most important community goals is to define and protect aesthetic resources and community character; and

WHEREAS, the Village finds and determines that the purpose of the regulation of signs as set forth in this Ordinance is to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements; and

WHEREAS, the Village finds and determines that the sign regulations in this Ordinance are intended to lessen hazardous situations, confusion and visual clutter caused by proliferation, improper placement, illumination, animation and excessive height, area and bulk of signs which compete for the attention of pedestrian and vehicular/mobile traffic; and

WHEREAS, the Village finds and determines that these sign regulations are intended to protect the public from the dangers of unsafe signs; and

WHEREAS, the Village finds and determines that these sign regulations are intended to permit signs that are compatible with their surroundings and aid orientation, and to preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs; and

WHEREAS, the Village finds and determines that these sign regulations are intended to regulate signs in a manner so as to not interfere with, obstruct vision of or distract motorists, bicyclists or pedestrians; and

WHEREAS, the Village finds and determines that these sign regulations are intended to require signs to be constructed, installed and maintained in a safe and satisfactory manner; and

WHEREAS, the Village finds and determines that in meeting the purposes and goals established in these findings, it is appropriate to prohibit or to continue to prohibit certain sign types; and

WHEREAS, the Village finds and determines that the prohibition of the construction of billboards and certain other sign types, as well as the establishment and continuation of height, size and other standards for on-premise signs, is consistent with the policy set forth in the Florida Constitution that it shall be the policy of the state to conserve and protect its scenic beauty; and

WHEREAS, the Village finds that local governments may separately classify off-premise and on-premise advertising signs in taking steps to minimize visual pollution (*see City of Lake Wales v. Lamar Advertising Association of Lakeland Florida*, 414 So. 2d 1030, 1032 (Fla. 1982)); and

WHEREAS, the Village finds and determines that a prohibition on the erection of off-premise outdoor advertising signs will reduce the number of driver distractions and the number of aesthetic eyesores along the roadways of the Village (*see, e.g., E. B. Elliott Adv. Co. v. Metropolitan Dade County*, 425 F.2d 1141, 1154 (5th Cir. 1970), cert. denied, 400 U.S. 878 (1970)); and

WHEREAS, the Village finds and determines that in order to preserve, protect and promote the safety and general welfare of the residents of the Village, it is necessary to regulate off-premise advertising signs, so as to prohibit the construction of off-premise signs and billboards in all zoning districts, and to provide that the foregoing provisions shall be severable; and

WHEREAS, the Village hereby finds and determines that any object or message in close proximity to roadways which tends to distract the driver of a motor vehicle directly affects traffic safety, and that signs which divert the attention of the driver and occupants of motor vehicles from the highway and streets to objects away from it may reasonably be found to increase the danger of accidents, and agrees with the courts that have reached the same determination (*see In re Opinion of the Justice*s, 103 N.H. 268, 169 A.2d 762 (1961); and *Newman Signs, Inc. v. Hjelle*, 268 N.W.2d 741 (N.D.1978)); and

WHEREAS, the Village finds and determines that the Village has allowed noncommercial speech to appear wherever commercial speech appears; and the Village desires to continue that practice through the specific inclusion of a substitution clause that expressly allows non-commercial messages to be substituted for commercial messages (and non-commercial messages to be substituted for each other); and

WHEREAS, the Village finds and determines that, by confirming in this Ordinance that noncommercial messages are allowed wherever commercial messages are allowed, the Village will continue to overcome any constitutional objection that its ordinance

impermissibly favors commercial speech over noncommercial speech (*see Outdoor Systems, Inc. v. City of Lenexa*, 67 F. Supp. 2d 1231, 1236-1237 (D. Kan. 1999)); and

WHEREAS, the Village finds and determines that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be allowed to stand provided (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other, and (4) an act complete in itself remains after the valid provisions are stricken (*see, e.g*., *Waldrup v. Dugger*, 562 So. 2d 687 (Fla. 1990)); and

WHEREAS, the Village finds and determines that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause; and

WHEREAS, the Village finds and determines that the Village has consistently adopted and enacted severability provisions in connection with its ordinance provisions, and that the Village wishes to ensure that severability provisions apply to its regulations, including its sign regulations; and

WHEREAS, the Village finds and determines that the Code's severability clauses were adopted with the intent of upholding and sustaining as much of the Village's regulations, including its sign regulations, as possible in the event that any portion thereof (including any section, sentence, clause or phrase) be held invalid or unconstitutional by any court of competent jurisdiction; and

WHEREAS, the Village finds and determines that it has considered an ample record of its intention that the presence of a severability clause in connection with the Village's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any provision is invalid or unconstitutional for any reason whatsoever; and

WHEREAS, the Village finds and determines that it has considered an ample record that it intends that the height and size limitations on free-standing, ground, wall, and other signs continue in effect regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the Village's sign regulations, other provisions of the Code of Ordinances, or other laws, for any reason(s) whatsoever; and

WHEREAS, the Village finds and determines that it has considered an ample record that it intends that each prohibited sign-type continue in effect regardless of the invalidity or unconstitutionality of any, or even all, other provisions of the Village's sign regulations, other provisions of the Code of Ordinances, or other laws, for any reason(s) whatsoever; and

WHEREAS, the Village finds that it is in the best interest of the Village and its residents to amend Chapter 11, "Signs," Chapter 15, "Form-Based Code," and Chapter 8, "Zoning;" and

WHEREAS, the Village makes the detailed findings set forth in Section 11.1 of this Ordinance as to the purpose, scope and intent of the Village's sign regulations, and the substantial and compelling governmental interests that are advanced by these regulations; and

WHEREAS, the Village reiterates its desire that there be an ample and unequivocal record of its intention that the severability clauses it has adopted related to its sign regulations shall be applied to the maximum extent possible, even if less speech would result from a determination that any exceptions, limitations, variances, or other sign provisions are invalid or unconstitutional for any reason whatsoever; and

WHEREAS, in accordance with the requirements of Chapter 163, Florida Statutes, the Planning and Zoning Board, acting as the Local Planning Agency, reviewed the proposed Ordinance on March 4, 2026, and has determined that the proposed regulation is consistent with the Village's Comprehensive Plan; and

WHEREAS, the Village Commission conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, on _____, 2026, and _____, 2026, and after having received input from and participation by interested members of the public and staff, determined that this Ordinance is consistent with the Village's Comprehensive Plan and in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above recitals are true and correct and incorporated herein by this reference.

Section 2. Amending Chapter 11 of the Village ULDC. That Chapter 11, "Signs" of the North Bay Village Unified Land Development Code is hereby amended to read as set forth in Exhibit "A", attached hereto.[1]

Section 3. Amending Chapter 15 of the Village ULDC. That Chapter 15, "Form-Based Code" of the North Bay Village Unified Land Development Code is hereby amended to read as set forth in Exhibit "B", attached hereto.[1]

Section 4. Amending Chapter 8 of the Village ULDC. That Chapter 8, "Zoning" of the North Bay Village Unified Land Development Code is hereby amended to read as set forth in Exhibit "C", attached hereto.[1]

Section 5. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Section 6. Conflicts. That all ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 7. Codification. That it is the intention of the Village Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Village's Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 8. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the _____ day of _____, 2026.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2026.

_____
Rachel Streitfeld, Mayor

ATTEST:

_____
Alba L.Chang, CMC
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

First Reading:
Moved By: _____
Seconded By: _____

Second Reading:
Moved By: _____
Seconded By: _____

Vote on Final Adoption:
Mayor Rachel Streitfeld _____
Vice Mayor Goran Cuk _____
Commissioner Doris Acosta _____
Commissioner Richard Chervony _____
Commissioner Andy Daro _____

EXHIBIT "A"[1]

CHAPTER 11, SIGNS

§ 11.1 – ~~Purpose~~ Intent; scope; findings; legislative intent; substitution; and severability.

1. *Intent*. The purpose of these regulations is to create a legal framework for a comprehensive and balanced system of Street graphics and Signs and thereby to facilitate an easy and aesthetically pleasing communication between the public and their environment. With this purpose in mind, it is the intention of these regulations to authorize the use of street graphics and signs which are compatible with their surroundings; appropriate to the type of activity to which they pertain; expressive of the identity of individual proprietors or of the community as a whole; and legible in the environment in which they are seen.

2. *Scope*.

   A. The provisions of this Chapter shall govern the number, size, location, and aesthetic appearance of all signs which may be permitted either as a principal or accessory use under the terms of this Chapter. No signs shall be permitted on any property either as a principal or accessory use except in accordance with the provisions of this Chapter.

   B. This Chapter does not regulate Village signs on property owned by the Village, Miami-Dade County or the State of Florida, and does not regulate traffic control devices. Private signs on public property and rights of way are unauthorized, and subject to removal and disposal.

   C. In the event of any conflict between this Code and any declaration of covenants, bylaws, or other restrictions applying to any property within the Village, the language affording the more restrictive interpretation shall apply.

   D. The Village specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the Village to further these interests.

3. *Findings.* The Village Commission makes the following findings:

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline. Changes between the second reading of May 19, 2026 and the second reading of June 29, 2026 are indicated in teal highlight.

A. *Florida Constitution*. Article II, Section 7 of the Florida Constitution provides that "[i]t shall be the policy of the state to conserve and protect its natural resources and scenic beauty. . . ." A beautiful environment preserves and enhances the desirability of the Village as a place to live and to do business. Implementing the Florida Constitution is a compelling governmental interest.

B. *Florida Statutes*. Florida law require cities to adopt comprehensive plans and implement them through land development regulations (also known as zoning regulations) and approval of development orders that are consistent with the comprehensive plan. See Part II of Chapter 163, Florida Statutes. Florida law specifically requires that the Village adopt sign regulations. *See* Section 163.3202(2)(f), Florida Statutes. Complying with state law is a compelling governmental interest.

C. *Miami-Dade County Code*. Article VI of Chapter 33 of the Miami-Dade County Code, also known as the County Sign Code, provides minimum requirements that the Village is charged with enforcing within its territorial boundaries. The regulations in this Chapter 11 are consistent with the minimum requirements of the County Sign Code.

D. *Village Comprehensive Plan*. The Village is a diverse community with a wide range of land uses. Several goals, objectives, and policies of the Village's Comprehensive Plan require the Village to maintain its scenic beauty and traffic safety through its land development regulations and actions. Implementing the Village's Comprehensive Plan serves a compelling governmental interest. The Future Land Use, Transportation, Housing, and Conservation Elements of the Village's Comprehensive Plan call for sign regulation and prioritize aesthetics and traffic safety as follows:

i. Future Land Use Element:

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

b. Objective 2.2: Implement policies, strategies and actions to promote the Village's character as an attractive, sustainable and resilient waterfront community and direct future development and redevelopment to be consistent with the desired community

character, the vision and pillars of the NBV100 Master Plan, and goals, objectives, and policies within the Plan.

c. Policy 2.2.1: Maintain and, as necessary, periodically upgrade the entry treatments and/or features at the Village's gateways, including, but not limited to installing aesthetically pleasing, distinctive signage, lighting and lush, sustainable tropical landscaping that reflect the community's branded identity and spirit.

d. Policy 2.2.4: The Village shall continue to enhance and strengthen the character and the identity of the Village through design criteria and a timetable for the improvement of street intersection elements and street furnishings. In addition, the Village shall continue to develop and implement mechanisms to address the nature and design of crosswalks, signage, benches, sidewalks (including widening, meandering and enhanced sidewalk accessibility), pavement and pavement markings, and other key elements of the public rights-of-way.

e. Policy 2.2.5: The Village shall continue to encourage all future land use development and redevelopment to emphasize aesthetic quality, livability, sustainability, resilience, and overall acceptability to local residents.

f. Policy 2.3.6: North Bay Village will maintain, as a particular area of attention in its planning program, a systematic review of the aesthetics and physical conditions between its boundary and those between unincorporated areas and other cities in an effort to improve the appearance of these areas and the compatibility and transition between the adjoining communities. Joint planning area agreements will be implemented if appropriate.

ii. Transportation Element:

a. Goal: Maintain the Village's existing traffic circulation system, which provides for the safe and efficient movement of people and goods through and within the Village.

b. Policy 3.2.2: As identified in the NBV100 Master Plan Vision for the Village, proper provisions for connectivity, safety, and multimodal transportation friendliness shall be ensured by

requiring and improving pedestrian ways, the installation of bike paths and the installation of traffic calming devices.

c. Policy 3.3.2: The Village shall require all potential development or redevelopment projects to contribute to providing a safe, convenient, comfortable, and aesthetically pleasing transportation environment that promotes walking, cycling, and transit use. Appropriate improvements or enhancements to the multimodal network shall be required to mitigate any impacts as a condition of development approval.

d. Policy 3.6a.3: Ensure that buildings are oriented to provide pedestrians and bicyclists with easy access and a visually interesting environment that reduces perceived travel distances and increases the legibility of the bicycle and pedestrian network.

iii. Housing Element:

a. Policy 6.1.1: Review existing development regulations to ensure they promote long term sound housing and aesthetically pleasing neighborhood environments.

iv. Conservation Element:

a. Policy 9.4.45.1: The Village will enhance the Kennedy Causeway by requiring new development in their design and layout to enhance bay views, create signage at key entry points and add landscaping including water features.

E. Caselaw. In accordance with the U.S. Supreme Court's cases on sign regulation, the regulations in this Chapter are not intended to regulate or censor speech based on its content or viewpoint, but rather to regulate the secondary effects of speech that may adversely affect the Village's substantial and compelling governmental interests in preserving scenic beauty and community aesthetics, and in vehicular and pedestrian safety in conformance with the First Amendment. These cases and their holdings include, but are not limited to:

i. *Reed v. Town of Gilbert*, 576 U.S. 576 U.S.155, 135 S. Ct. 2218, 192 L. Ed. 2d 236 (2015) on the topic on noncommercial temporary signs;

ii. *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490 (1981) on the topic of commercial signs and off-premise signs;

iii. *City of Ladue v. Gilleo*, 512 U.S. 43 (1994) on the topic of political protest signs in residential areas;

iv. *Linmark Assocs., Inc. v. Township of Willingboro*, 431 U.S. 85 (1977) on the topic of real estate signs in residential areas;

v. *Burson v. Freeman*, 504 U.S. 191 (1992) on the topic of election signs near polling places;

vi. *Central Hudson Gas & Electric Corp. v. Public Service Commission*, 447 U.S. 557 (1980) on the topic of commercial speech;

vii. *City Council v. Taxpayers for Vincent*, 466 U.S. 789 (1984) on the topic of signs on public property;

viii. *City of Austin, Texas v. Reagan Nat'l Advert. of Austin, LLC*, 142 S. Ct. 1464 (2022) on the topic of off-premises sign regulation; and

ix. *Shurtleff v. City of Boston, Massachusetts*, 142 S. Ct. 1583, 1584 (2022) on the topic of commercial flags.

F. Impact of sign clutter. Excessive signage and sign clutter impair the legibility of the environment, and undermine the effectiveness of governmental signs, traffic control devices and other required signs (such as address, directional, directory, and identification signs) that are essential to identifying locations for the delivery of emergency services and other compelling governmental purposes. The intent of these sign regulations is to enhance the visual environment of the Village, ensure that Village residents, visitors and emergency responders can safely navigate through the Village to their intended destinations, and promote the continued well-being of the Village. It is therefore the purpose of this Chapter to promote aesthetics and the public health, safety and general welfare, and assure the adequate provision of light and air within the Village through reasonable, consistent and nondiscriminatory standards for the posting, displaying, erection, use, and maintenance of signs and sign structures that are no more restrictive than necessary to achieve these governmental interests.

4. *Specific Legislative Intent*. More specifically, the Village's sign regulations are intended to:

i. Encourage the effective use of signs as a means of communication in the Village;

ii. Maintain and enhance the scenic beauty of the aesthetic environment and the Village's ability to attract sources of economic development and growth;

iii. Ensure all modes of pedestrian safety and traffic safety;

iv. Minimize the possible adverse effect of signs on nearby public property, public rights-of-way and private property;

v. Foster the integration of signs with architectural and landscape designs;

vi. Minimize hazardous conditions and lessen the confusion and visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, bulk, excessive sign height, and excessive sign area which compete for the attention of pedestrians, motorists, bicyclists, and vehicular traffic and are not necessary to aid in wayfinding;

vii. Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;

viii. Encourage and allow signs that are appropriate to the zoning district in which they are located and consistent with the land uses, activities and functions to which they pertain;

ix. Curtail the size and number of signs to the minimum reasonably necessary to identify the location and the nature of a land use, and to allow smooth navigation to these locations;

x. Establish dimensional limits and placement criteria for signs that are legible and proportional to the size of the parcel and structure on which the sign is to be placed, or to which it pertains;

xi. Regulate signs so that they are effective in performing the function of identifying and safely directing pedestrian and vehicular traffic to a destination;

xii. Preclude signs from conflicting with the principal use of the parcel and adjoining parcels;

xiii. Regulate signs in a manner so as to not interfere with, obstruct the vision of, or distract motorists, bicyclists or pedestrians;

xiv. Except to the extent expressly preempted by state, Miami-Dade County or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;

xv. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the Village;

xvi. Allow traffic control devices consistent with national standards without regulation in this article, because they promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and by notifying road users of regulations and providing nationally consistent warnings and guidance needed for the safe, uniform and efficient operation of all modes of travel, while regulating private signs to ensure that their size, location and other attributes do not impair the effectiveness of such traffic control devices;

xvii. Protect property values by precluding, to the maximum extent possible, signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

xviii. Protect property values by ensuring that the size, number and appearance of signs are in harmony with buildings, neighborhoods, structures, and conforming signs in the area;

xix. Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the Village and that complements the natural surroundings in recognition of the Village's reliance on its natural surroundings and beautification efforts as a source of economic advantage as an attractive place to live and work;

xx. Classify and categorize signs by type and zoning district;

xxi. Not regulate signs more than necessary to accomplish the compelling and important governmental objectives described herein;

xxii. Enable the fair and consistent enforcement of these sign regulations;

xxiii. Permit, regulate and encourage the use of signs with a scale, graphic character, and type of lighting compatible with buildings and uses in the area, so as to support and complement the goals, objectives and policies set forth in the Village’s Comprehensive Plan;

xxiv. Establish regulations for the design, erection and maintenance of signs for the purpose of ensuring equitable access to graphic communication, while maintaining a harmonious and aesthetically pleasing visual environment within the Village, recognizing that signs form an integral part of architectural building and site design and require equal attention in their design, placement and construction; and

xxv. Provide for the unique signage needs of multi-tenant properties through the uniform signage plans that assure a consistent and cohesive appearance and enhance legibility of sign messages through their common design; and

xxvi. Provide an effective method to deter individuals and businesses from attaching unsightly and distracting signs to public structures within or adjacent to public rights of way; and

xxvii. Be considered the maximum standards allowed for signage, and regulate signs in a permissive manner so that any sign is not allowed unless expressly permitted and not expressly prohibited.

5. *Substitution*. It is not the intent of this Chapter to afford greater protection to commercial speech than to noncommercial speech. Any sign, display or device allowed under this Chapter may contain, in lieu of any other copy, any otherwise lawful noncommercial message that complies with all other requirements of this article. The noncommercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to noncommercial, or from one noncommercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this Chapter.

6. *Severability*.

i. The sections, paragraphs, sentences, clauses and phrases of this Chapter are severable, and if any phrase, clause, sentence, paragraph or section of this Chapter shall be declared unconstitutional or void or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Chapter.

ii. This subsection shall not be interpreted to limit the effect of subsection (1) above, or any other applicable severability provision in this Code or any adopting ordinance. The Village Commission specifically intends that

severability shall be applied to sign regulations even if the result would be to allow less speech in the Village, whether by subjecting currently exempt signs to permitting or by some other means.

iii. This subsection shall not be interpreted to limit the effect of subsections (1) or (2) above, or any other applicable severability provision in this Code or any adopting ordinance. The Village Commission specifically intends that severability shall be applied to prohibited signs so that each of the prohibited sign types listed in the Village Code in Section 11-4 shall continue to be prohibited irrespective of whether another or any other sign prohibition is declared unconstitutional or invalid.

iv. This subsection shall not be interpreted to limit the effect of subsections (1), (2) or (3) above, or any other applicable severability provision in this Code or any adopting ordinance. The Village Commission specifically intends that severability shall be applied to section 11-XXX of the sign regulations so that if all or any of such provisions are declared unconstitutional or invalid by the final and valid judgment of any court of competent jurisdiction, the Village Commission intends that such declaration shall not affect any other prohibition on animated, flashing or off-premise signs in the aforesaid section.

§ 11.2 – Definitions

For the purpose of this ~~s~~Section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~1. *Sign*. An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a Building, Structure, or land and which directs attention to a product, place, activity, person, institution, or business.~~

~~2. *Sign, accessory*. A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g.: credit card affiliations, brand symbols).~~

~~3. *Sign area*. The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, Mural background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.~~

~~4. *Sign area, multi-faced*. On any sign with more than one face, the maximum number~~

of advertising surfaces visible from any location will be counted; provided, however, that all advertising surfaces of multi-faced signs shall be equal in size and height on all sides. If faces are different in size and height, each face is counted individually.

5. *Sign, detached*. A sign not attached to or painted on a building, but which is affixed to the ground. A sign attached to a flat surface such as a Fence or Wall, not a part of a building, shall be considered a detached sign.

6. *Sign, directional*. A sign indicating the direction or allocation of some service or facility to use, or indicating an instruction (e.g., "no trespassing").

7. *Sign, flat*. A sign erected parallel to the face of or erected or painted on the outside wall of any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.

8. *Sign, identification*. A sign which indicates the name of a use, owner, activity, business, or enterprise.

9. *Sign, outdoor advertising display* (character).
   A. *Activated sign*. Any sign which contains or uses for illumination any light, lighting device, or lights which change color, flash or alternate, or change the appearance of the sign or any part thereof automatically (for the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an "activated sign").

   B. *Animated sign*. Any sign upon which a character, letter, figure, or group or combination thereof, shows movement or motion to such an extent as to be readily detected.

   C. *Banner sign*. Any sign possessing characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind, either with or without frames.

   D. *Banners, streamers, spinners, and pennants*. Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point.

   E. *Beacon light*. Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.

   F. *Double-faced sign*. Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.

   G. *Flashing sign*. Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or are designed to cause a deliberate intensity change for the purpose of effecting

attraction. Signs that alternately display only time and temperature are excluded from this definition.

10. *Sign, outdoor advertising display* (type). A sign which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line, trademark, reading matter, or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, that the same shall be used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise whatsoever which is displayed in any manner out-of-doors. These shall include, but are not necessarily limited to, the following:

A. *Combination sign*. Any sign incorporating any combination of the features of ground, projecting, or roof signs.

B. *Fluorescent painted sign*. Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.

C. *Ground sign*. Any sign which is supported by uprights or braces in or upon the ground (also referred to as a "pole sign").

D. *Illuminated sign*. Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights, LEDs (light emitting diodes) or luminous tubes, whether or not the lights or tubes are a part of the sign proper.

E. *Marquee sign*. Any sign attached to or hung from a marquee. A "marquee" shall be known to mean a canopy or covered structure projecting from and supported by a Building, when such canopy or covered structure extends beyond the building, Building Line, or Property Line.

F. *Nonilluminated sign*. Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light-reflective surfaces.

G. *Projection sign*. Any sign other than a wall sign which projects from and is supported by a Wall, building, or overhang.

H. *Projected sign*. Any sign which is affixed to any building wall or Structure and extends beyond the building wall, structure, building line, or property line more than 18 inches.

I. *Real estate sign*. Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent the exact property on which the sign is placed.

J. *Roof sign*. Any sign which is fastened to and supported by or on the roof of a building, or which extends more than 12 inches above the highest flat roof, parapet, or eave line of a building.

K. *Sandwich sign*. Any sign which is either single- or double-faced, is portable, and may readily be moved from place to place.

L. *Shingle sign*. Any projection or Wall Sign not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.

M. *Snipe sign*. Any small sign of any material including paper, cardboard, wood, or metal, which is tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.

N. *Window sign*. Any sign located on or within one foot of the street window surface and which is intended to be viewed from the outside.

11. *Sign, outdoor advertising display* (usage).

A. *Changeable copy sign*. Any sign with a permanent, framed surface area principally devoted to and designed for changeable text information pertaining to entertainment, menu, prices, and the like.

B. *Directory sign*. Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, church *House of Worship* directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.

C. *Identification; individual entity*. Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor makes of record to the Building and Planning and Zoning Official a transfer (assignment) of all parts of his the computed eligibility to the lessee.

D. *Informational sign*. Any sign which contains any combination of directory, directional, and/or explanatory information.

E. *Sign information item*. Any syllable, group of numbers, initial, abbreviation, logo, or pictograph larger than three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.

12. *Outdoor advertising display: off-premises* (commercial advertising). Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located.

A. *Outdoor advertising display: premises*. Any sign advertising a product for sale or service to be rendered on the immediate premises where the sign is located.

B. *Point of purchase sign*. Any Structure, device, display board, screen, surface, or Wall with characters, letters, or illustrations placed thereto, thereon, or

~~thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.~~

~~C. *Facade*. Any separate face of a building, including parapet walls or any part of a building which encloses or covers usable space.~~

~~D. *Frontage*. That part of the building that faces a public thoroughfare.~~

~~*13. Sign, temporary*. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message on an existing lawful sign or sign structure.~~

~~*14. Window sign, permanent*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of identifying the proprietor or the name of the business to the passerby.~~

~~*15. Window sign, temporary*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or door or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business.~~

1. *Activated sign*. Any sign which contains or uses for illumination any light, lighting device, or lights which change color, flash or alternate, or change the appearance of the sign or any part thereof automatically (for the purpose of these regulations, a slowly rotating sign, not exceeding ten revolutions per minute, illuminated but not flashing, shall not be considered an "activated sign").

2. *Animated sign*. Any sign upon which a character, letter, figure, or group or combination thereof, shows movement or motion to such an extent as to be readily detected.

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

4. *Band Sign*. A type of Wall sign. See Wall Sign and Sign Band.

5. *Banner sign*. Any sign possessing characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind, either with or without frames.

6. *Beacon light*. Any light with one or more beams capable of being directed in any direction, capable of being revolved automatically, or capable of having any part thereof revolve automatically.

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

8. *Combination sign*. Any sign incorporating any combination of the features of ground, projecting, or roof signs.

9. *Changeable copy sign*. Any sign with a permanent, framed surface area principally devoted to and designed for changeable text information with language other than the name of the business such as entertainment, menu, prices, and the like.

10. *Commercial Message*. Any logo, trademark, message, picture, or reference directing the viewer to a specific commercial product, brand, company, firm, or office.

11. *Commercial Rental Sign*. *See* Real Estate Sign.

12. *Construction Sign*. Nonilluminated Signs that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site. The term does not include construction mesh, which is regulated under Section 8.17.F of the North Bay Village Unified Land Development Code.

13. *Digital technology (signs):* Electronic technology that allows for changes to sign copy resulting from digital data input. Included in this technology are signs that use series of lights, including light emitting diodes (LED), fiber optics, or other similar technology.

14. *Directory sign*. Any sign which gives the name and/or occupation of the occupants of the building or gives the use of the building including office building directories, *House of Worship* directories, and apartment building directories. When an identification of an entity is placed on a common directory board with identical uniform style and size of letter, such entity shall not be defined as a separate sign, but rather shall be considered as a part of a directory board sign.

15. *Double-faced sign*. Any sign which has two display surfaces backed against each other or against the same background, one face of which is designed to be seen from one direction, and the other from the opposite direction.

16. *Estate Sale Sign*. A temporary sign advertising a home sale of household goods.

17. *Facade*. Any separate face of a building, including parapet walls or any part of a building which encloses or covers usable space.

18. *Flashing sign*. Any sign in which the electrical lighting device or devices go on and off alternately, either all of such lights or lighting devices or part thereof, or are designed to cause a deliberate intensity change for the purpose of effecting attraction. Signs that alternately display only time and temperature are excluded from this definition.

19. *Fluorescent painted sign*. Any sign which is wholly or partially composed of letters, symbols, or characters, or the background of which is of fluorescent qualities causing a reflective light to illuminate.

20. *Freestanding sign*. Any sign which is contained or displayed on or as part of a freestanding structure not attached to any building, other structure, or object, including but not limited to ground, monument, and pylon signs.

21. *Frontage*. That part of the building that faces a public thoroughfare.

22. *Garage Sale Sign*. A temporary sign advertising a home sale of household goods.

23. *Hanging Sign*. A single or double-sided sign suspended from the underside of a canopy, awning, or *Structure* contained wholly underneath the overhead structure. May also be referred to as a "Suspended Sign."

24. *Ground sign*. Any sign which is supported by uprights or braces in or upon the ground (also referred to as a "pole sign").

25. *Identification; individual entity*. Any person who is the lessee, owner, or who has a proprietary interest in the business for which the sign is proposed. Each business shall be considered to be an individual entity. Eligibility for identification as an individual entity shall not exist when the lessee is under the same roof and with the same entrance or access or the same lessor or owner; in such case of leased floor space the occupant is not defined as an individual entity. However, eligibility for identification as an individual entity may apply to the lessee if the owner or the lessor makes of record to the Building and Planning and Zoning Official a transfer (assignment) of all parts of the computed eligibility to the lessee.

26. *Illuminated sign*. Any sign which has characters, letters, figures, designs, or an outline illuminated by electric lights, LEDs (light emitting diodes) or luminous tubes, whether or not the lights or tubes are a part of the sign proper.

27. *Inflatable Sign*. Any sign or sign structure or sign enclosure that is filled with air or otherwise erected through the power of air pressure.

28. *Informational sign*. Any sign which contains any combination of directory, directional, and/or explanatory information.

28.5 *Intensely illuminated area*. Any Sign with an average luminance exceeding

100 candelas per square meter (nits) from sunset to sunrise and designed to attract attention to a commercial activity or product.

29. *Marquee sign*. Any sign attached to or hung from a marquee. A "marquee" shall be known to mean a canopy or covered structure projecting from and supported by a Building, when such canopy or covered structure extends beyond the building, Building Line, or Property Line.

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

31. *Nonilluminated sign*. Any sign which is not illuminated by internal or external lights which are designed for such illumination, nor is designed with any special light-reflective surfaces.

32. *Open House / Model Home Sign*. *See Real Estate Sign*.

33. *Outdoor advertising Sign: off-premises* (commercial advertising). Any sign upon which advertising matter may be painted or upon which posters may be pasted or otherwise secured to the face thereof, advertising goods, services, or other things not sold or available upon the premises upon which the sign is located. *See Billboard*.

34. *Point of purchase sign*. Any Structure, device, display board, screen, surface, or Wall with characters, letters, or illustrations placed thereto, thereon, or thereunder by any means whatsoever, where the matter displayed is used for advertising a product actually or actively offered for sale thereon or therein.

35. *Projection sign*. Any sign other than a wall sign which projects from and is supported by a Wall, building, or overhang.

36. *Projected or Projecting sign*. Any sign which is affixed to any building wall or Structure and extends beyond the building wall, structure, building line, or property line more than 18 inches.

37. *Real estate sign*. Any structure, device display board, screen, surface, or wall with characters, letters, or illustrations placed thereto, thereon, or thereunder, by any method or means whatsoever, where the matter displayed thereon shall be used solely for the purpose of offering for sale, lease, or rent the exact property on which the sign is placed.

38. *Rental*. *See Real Estate Sign*.

39. *Roof sign*. Any sign which is fastened to and supported by or on the roof of a building, or which extends more than 12 inches above the highest flat roof, parapet, or eave line of a building.

40. *Sandwich sign*. Any sign which is either single- or double-faced, is portable, and may readily be moved from place to place. Also known as "A-Frame sign."

41. *Shingle sign*. Any projection or Wall Sign not more than six square feet in area, constructed of metal or other noncombustible material attached securely to a building.

42. *Sign*. An identification, description, illustration, or device which is affixed to or represented directly or indirectly upon a Building, Structure, or land, which contains any letter, figure, character, mark, plane, point, marquee, poster, pictorial picture, stroke, stripe, line, trademark, reading matter, or illuminated surface, which shall be so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, and which directs attention to a product, place, activity, person, institution, business, subject, person, firm, corporation, public performance, article, machine.

43. *Sign, abandoned.* A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least six (6) months.

44. *Sign, accessory*. A supplemental sign relating to products or services sold, affiliations, or uses of the premises on which the sign is located (e.g.: credit card affiliations, brand symbols).

45. *Sign area*. The area of the surface of the sign upon, against, or through which the message is displayed or illustrated on the sign. Such area shall be that total surface of one common sign structure which may be viewed from one direction of approach. Such surface area is exclusive of frame embellishment considered as border and not for the purpose of transmission of message, which additional frame surface shall not be greater than 30 percent of the total gross area. Any symbol, Mural background, pole decoration, or illustrative material contributing to the meaning or promotional effect of the message shall be considered as sign surface area. The sign area shall extend to the perimeter of the area of all letters, figures, characters, clocks, thermometers, and temperature or time data devices.

46. *Sign area, multi-faced*. On any sign with more than one face, the maximum number of advertising surfaces visible from any location will be counted; provided, however, that all advertising surfaces of multi-faced signs shall be equal in size and height on all sides. If faces are different in size and height, each face is counted individually.

47. *Sign band*. A horizontal component of a Shopfront to accommodate band signs located above transom and Shopfront windows and below the transition band.

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

49. *Sign copy*. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.

50. *Sign, detached*. Any sign that is contained or displayed on or as part of a freestanding structure (other than a building) which is affixed to the ground and that is not attached to or painted on any building. A sign attached to a flat surface such as a Fence or Wall, not a part of a building, shall be considered a detached sign. Other examples of detached signs include ground, monument, pole, and pylon signs. A detached sign may also be referred to as a "freestanding sign."

51. *Sign, directional*. A sign indicating the direction or allocation of some service or facility to use, or indicating an instruction (e.g., "no trespassing").

52. *Sign, electronic message center (EMC*). A Sign, or portion thereof, that consists of electronically changeable alphanumeric text.

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

54. *Sign, flat*. A sign erected parallel to the face of or erected or painted on the outside wall of any building, and supported throughout its length by wall, cantilever, or marquee projections extending from the wall. The outer edge of a flat sign shall not be further than 18 inches, measured horizontally, from the building wall or extend further than the outside edge of a supporting marquee or cantilever, whichever distance is the larger; nor may the highest point of a flat sign extend more than 12 inches above the highest flat roof, parapet, or eave line.

55. *Sign, identification*. A sign that indicates the address, name, owner, or occupant of a Dwelling or Building.

56. *Sign information item*. Any syllable, group of numbers, initial, abbreviation, logo, or pictograph larger than three inches in height, with the official name of an establishment counting a maximum of four items towards the ten permitted information items.

57. *Sign, Mural*. Artwork applied to the wall of a Building that does not contain a commercial message. Artwork or text that contains a commercial message shall be considered a Wall Sign.

58. *Sign, temporary*. Any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary

political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message on an existing lawful sign or sign structure.

59. *Snipe sign*. Any small sign of any material including paper, cardboard, wood, or metal, which is mounted to stakes, tacked, nailed, or attached in any way to trees or other objects; such sign may or may not apply to the premises.

60. *Streamers*. Any device, with or without letters or symbols, erected for the purpose of attracting attention to an area or point. *May also be referred to as "spinners" or "penants."*

61. *Traffic control device.* Any sign located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard and as may be revised from time to time. A traffic control device sign includes those signs that are classified and defined by their function as regulatory signs (that give notice of traffic laws or regulations), warning signs (that give notice of a situation that might not be readily apparent), and guide signs (that show route destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information). These devices are not regulated as signs under this Chapter.

62. *Vacated Premise*. Any property or portion of property where the primary business or activity has been discontinued for a period of 180 days/months or closed.

63. *Wall Sign.* A sign erected against or painted on the wall of any Building, displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window, or door.

64. *Warning / Instructional Sign*. An on-premises sign regulating the use of the premises, such as a "no trespassing," "no-hunting," or "no soliciting" sign.

65. *Wayfinding Sign*. A sign or series of signs directing from point to point or confirming progress along a route to a destination.

66. *Window sign*. Any sign located on or within one foot of the street window surface and which is intended to be viewed from the outside.

67. *Window sign, permanent*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of identifying the proprietor or the

name of the business to the passerby.

68. *Window sign, temporary*. Any sign visible from the exterior of a building or structure and which is painted, attached, glued, or otherwise affixed to a window or door or depicted upon a card, paper, or other material and placed on, taped on, or displayed on a window for the specific purpose of attracting attention of the passerby to a sale or to promotional items or other products or services, other than the identity of the proprietor or the name of the business.

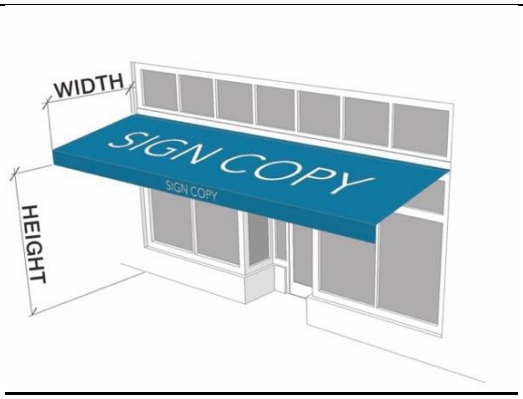
69. *Yard Sign*. A Freestanding Sign placed along a Property Frontage with a non-commercial message such as “Beware of Dog” or “Home Security”.

70. *Yard Sale Sign*. *See* Garage Sale Sign.

§ 11.2.5 – Sign Type Illustrations.

A. Awning Sign.





B. Band Sign (Syn. Wall Sign).



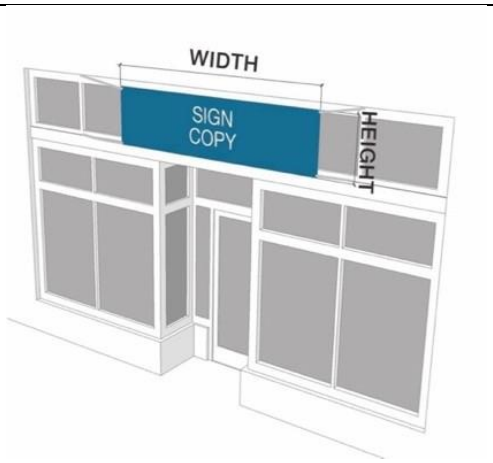


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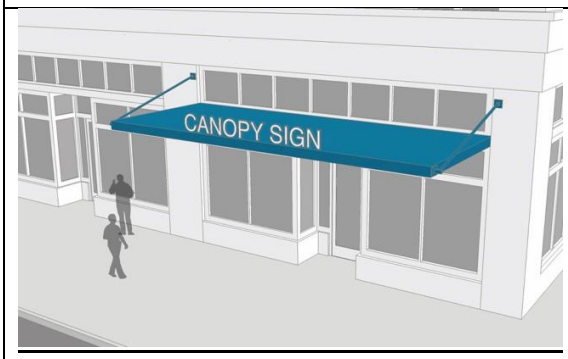
C. Banner Sign.

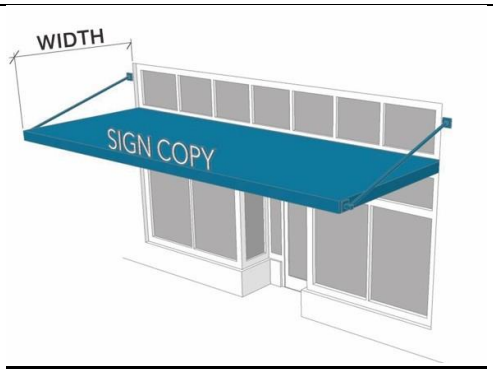




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D. Canopy Sign.





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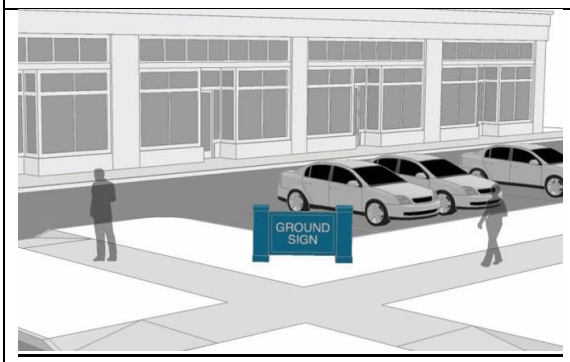
E. Corner Sign.

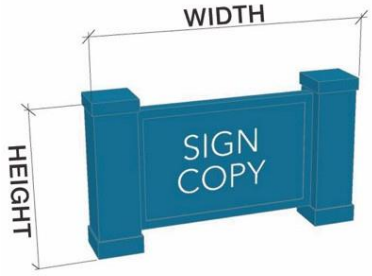




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F. Ground Sign.

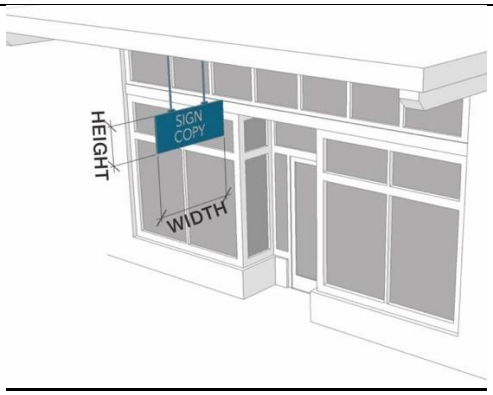




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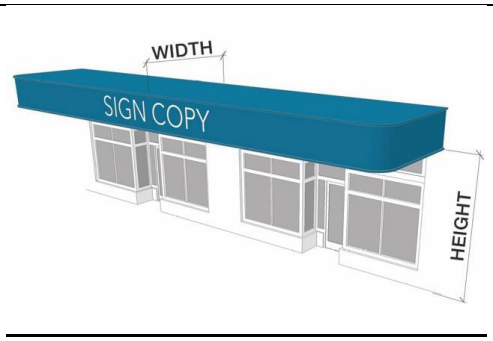
G. Hanging Sign.





H. Marquee Sign.





I. Mural Sign.

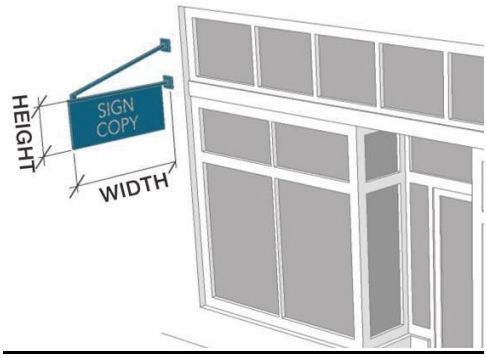




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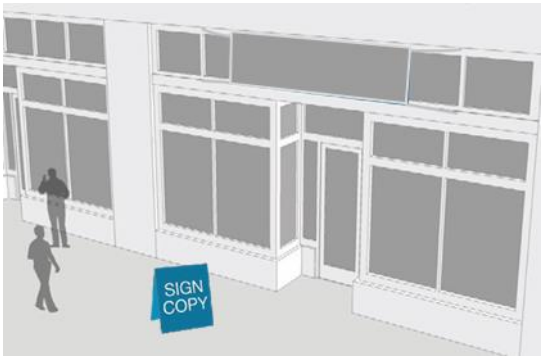
J. Projecting Sign.

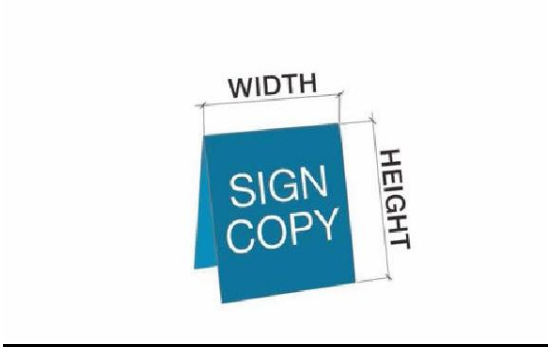




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K. Sandwich Sign (Syn. A-Frame Sign.)

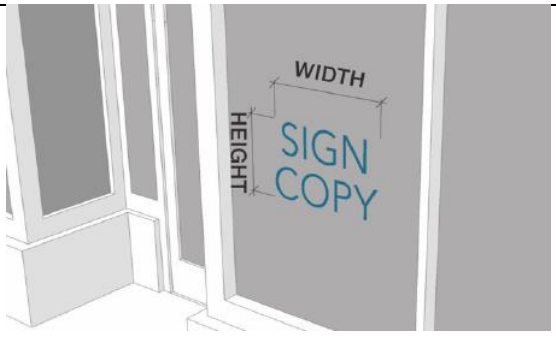




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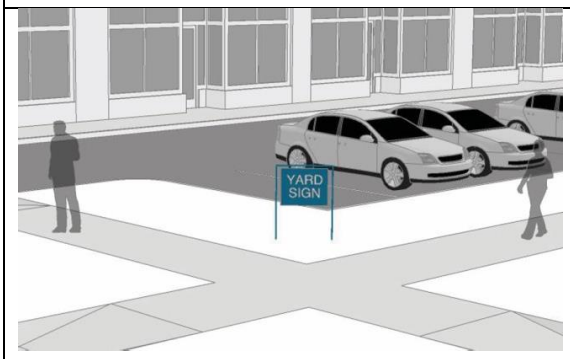
L. Window Sign.





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M. Yard Sign.





§ 11.3 – Existing ~~N~~nonconforming ~~S~~signs, ~~R~~removal.

A. It is the intent of this ~~s~~Section to recognize that the eventual elimination of existing Legal Nonconforming Signs that are not in conformity with the provisions of these regulations, in as expeditious a manner as is reasonable, is as much a subject of the health, safety, and welfare of the citizens of the Village as is the prohibition of new signs that would violate the provisions of these regulations. It is also the intent of this section that there shall not be any unreasonable invasion of established private property rights.

B. Any sign which is Legal N~~n~~onconforming shall adhere to these regulations within five years from [insert date of adoption of this ordinance] or be removed. However, the Village Commission may grant reprieve from this provision if the Village Commission determines that a particular sign has been in existence for at least 20 years and provides historical character to the community.

C. *Loss of legal non-conforming status.* A Legal Non-conforming sign shall immediately lose its Legal Non-conforming designation upon the occurrence of any one of the following:

(i) The sign is altered in any way that makes the sign less in compliance with the requirements of this Chapter than it was before the alteration, including updating the technology used in a sign (for example, by adding internal illumination to an unilluminated sign). For the purpose of this criterion, a sign shall not be considered to have been altered in the event of normal maintenance, or if the alteration is limited to the normal use of changeable copy signs or cabinet or other signs, where the message can be changed without altering the sign or sign structure;

(ii) The sign is relocated to a location, elevation, or orientation toward a right-of-way or public area that makes it less in compliance with the requirements

of this Chapter;

(iii) The sign is replaced or abandoned;

(iv) ~~Any~~ The sign, including the supporting Structure, now or hereafter existing, ~~which~~ advertises a business that is no longer conducted, or a product no longer sold.~~, shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, structure, or land upon which the sign may be found. Such removal shall be within 30 days after notification by the Building Official or other official as designated by the Village Manager.~~ or

(v) The property or unit upon which the sign is placed changes use, occupancy, or is redeveloped.

In the event that the Village Manager or designee determines that any one of the events listed in this subsection has occurred, then the sign shall be brought into compliance with this Chapter as soon as possible by securing a new permit or removing the sign within 30 days of being notified by the Village Manager or designee that the sign has lost its Legal Non-conforming designation. Failure to bring a sign into compliance as required by this subsection may be cited as a violation of the Code.

D. ~~Snipe signs and any illegally erected nonconforming sign shall be removed immediately~~.

E. A Legal N~~n~~onconforming sign once removed, either voluntarily or involuntarily, shall not be replaced except in conformity with all applicable provisions of this ULDC.

F. *Damaged or destroyed non-conforming signs.* If a Legal Nonconforming sign is damaged or destroyed by any means and the cost to repair the sign is 50% or more than the cost to replace it, the sign shall be removed and any replacement shall comply with this division.

G. *Increased Non-Conformity.* Legal non-conforming signs and sign structures shall not be enlarged, altered, or moved without the entire sign being brought into compliance with this Chapter. Any sign face that does not increase the degree of non-conformity on non-conforming signs may be replaced with valid building and sign permits, including replacement of lighting and electrical elements that do not alter the general technology of the sign.

H. *Illegal signs.* The allowances afforded Legal Nonconforming Signs under this section shall not be applicable to any sign for which no building permit or sign permit was ever issued when such permits were required at the time the sign was placed or erected; such signs are deemed illegal signs.

I. *Non-conforming sign maintenance.* Nothing in this section shall relieve the owner or user of a Legal Nonconforming sign or a nonconforming sign, or the owner of

the property on which the Legal Nonconforming sign is located, from required compliance with the provisions of this Chapter regarding safety, maintenance, and repair of signs, or removal of any on-premise sign if compliance cannot be achieved.

§ 11.4 – Regulations and ~~S~~specifications.

~~General regulations governing signs. For additional sign standards specific to the T6-24 and T6-30 transect zones, see Chapter 15, including Section 15.6.E, and 15.6.F.~~

A. Generally. Signs erected or maintained under the provisions of these regulations are subject to the following requirements:

1. Safety; Interference with the public.
    a. ~~The~~ A sign must not create a traffic or fire hazard, be dangerous to the general welfare, or interfere with the free use of public Streets or sidewalks.

    ~~b. Safety requirements.~~
    ~~(1)~~ b. No sign shall be erected or maintained at any location in such a manner as to obstruct free and clear vision at the intersection of any streets or other public ways. No sign shall be erected or maintained at any location where, by reason of the position, illumination, shape, or color it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device, nor shall it make use of the words, "STOP," "LOOK," "DANGER," or any other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the motoring public.

    ~~(2)~~ c. Intensely ~~lighted~~ illuminated areas ~~created~~ intended for the purpose of attracting attention to commercial establishments or activities may be regulated to ensure public safety. ~~sales attraction, may be considered to be distractive. Such displays may be a hazard to the safe passage of vehicular traffic and divert attention from certain necessary traffic controls or pedestrian crossing zones. Such intensely lighted areas may be prohibited at certain locations by the Police Department and confirmed by the Village Commission.~~ The Police Department, in coordination with the Village Commission, may prohibit or restrict intensely illuminated areas within 100 feet of intersections, pedestrian crosswalks, or traffic control devices where such lighting could impair driver or pedestrian visibility or distract attention from necessary traffic controls.

    Any restrictions on illuminated displays must be based on documented evidence demonstrating a specific safety hazard, and the restriction must be the minimum necessary to mitigate the identified risk.

Appeals to any prohibition or restriction on illuminated displays may be brought before the Village Commission within 30 days of notice.

d. Avoidance of fire hazard. Weeds and trees shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.

e. Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a Building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.

2. Repair and maintenance. All signs must be kept in good condition or in state of equivalent quality to which was approved or required by the Village~~, neat appearance, and good state of repair~~. Any sign more than 50 percent destroyed must be immediately removed at the owner's expense and a new permit secured before the sign is replaced. If a damaged sign is not repaired within 90 days, the sign shall be deemed to constitute a public nuisance and shall be removed at the owner's expense.

3. ~~Avoidance of fire hazard. Weeds shall be kept cut and debris shall be kept clear within a ten-foot area of any sign.~~ Clearance. Signs shall provide the following clearance:
   a. A minimum of nine (9) feet over pedestrian ways, except for signs on Awnings and Canopies.
   b. A minimum of thirteen and one half (13.5) feet over vehicular travel ways and parking aisles, except in parking structures.
   c. Signs located along streets shall be a minimum of five (5) feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.

4. Imprint of owner's name. All signs requiring permits shall be marked with the owner's name, date, and number of the permit.

5. ~~Obstruction of doors, windows, and fire escapes. No sign shall be attached to or be placed against a Building in such a manner as to prevent ingress or egress through any door or window of any building, nor shall any sign obstruct or be attached to a fire escape.~~ Materials. Signs shall be made of durable, weather resistant materials.

6. Posting or tacking notices and signs. No person shall paint, paste, print, nail, or fasten in any manner whatsoever, any banner, sign, paper, or any advertisement or notice of any kind, or cause the same to be done, on any curbs tone, pavement, or any other portion or part of any sidewalk or street, or upon any trees, lampposts, parking meter posts, telephone or telegraph poles, hydrants, or workshops, or upon any Structure within the limits of any Streets within the Village.

7. Removal of signs for right-of-way acquisitions. All signs shall be removed by the owner, at no expense to the Village, when such signs are found to be within the Right-of-Way of present or future roads. This exception to relocation and permit limitations shall cover only lateral (right angle) relocations to the road R~~r~~ight-of-W~~w~~ay and shall require a building permit. This statement shall not supersede federal or state statutes and regulations.

B. ~~*Regulations governing specific types signage*~~ *Requirements by Sign Type*.

1. Band Signs.
   a) Band signs may be located above tenant Shopfronts, below second Story windows, and beneath the Building cornice or coping.
   b) Band sign copy shall be at least 6 inches from building corners.
   c) Murals shall be considered Band Signs and subject to all Band Sign regulations if they contain a commercial message (i.e., advertising text and/or graphic elements). Notwithstanding the applicability of band sign regulations to Mural Signs, the provisions of Section 11.4(C)(4)(i)(l) shall apply to Murals containing a commercial message.
2. Banner Signs.
   a) Banner signs shall be made of flexible materials such as cloth, canvas, and vinyl.
   b) Banner signs may be hung on the side of a building or suspended from a portion of a building Structure.
3. Corner Signs.
   a) Corner signs are only permitted at building corners where each facade is along a street and may be illuminated in accordance with this section.
   b) Corner signs may extend up to six (6) feet above parapets.
4. Ground Signs.
   a) Ground signs are limited to the following locations:
      i. Forecourts and building or project entrances. Ground signs shall not be located within any sight triangle or on the public right of way.
      ii. Gateway and wayfinding directory ground signs shall be limited to main decision points such as development access points and intersections. Wayfinding signage for a development shall be designed and installed according to a cohesive, logical signage master plan to complement the project identity.
      iii. The bottom of a ground sign shall be within two (2) feet of sidewalk grade.
      iv. Ground signs shall be set back a minimum of ten (10) feet from property lines.
5. Marquee Signs. Marquee Signs may be used for lodging and movie theaters. The Village may permit marquee signs for other businesses upon request.

6. Wayfinding signs. Wayfinding signs shall be free standing and constructed using solid materials to prevent the sign from being destroyed or blown away.
7. Illuminated signs
    a) Internal sign illumination is limited to window, wall, and corner signs, as well as ground signs, including directory signs.
    b) Light sources shall be mounted, shielded, and pointed towards the sign face to eliminate spill-over glare onto any adjacent Streets, properties, or skyward.
    c) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of incandescent light and shall be cut off to minimize light pollution.
    d) Other light sources in illuminated signs shall include anti-light pollution technologies and features.
8. Digital Technology Signs.
    a) Digital Technology signs are permitted for use on ground signs for House of Worship and Place of Assembly facilities.
    b) Each image shall remain static for a minimum of eight seconds.
    c) Transitions shall be instantaneous, without intervening flashing, animation, or movement of any kind.
    d) Signs shall be equipped with automatic dimming and anti-light pollution technology.
    e) Signs shall not exceed 0.3-foot candles above ambient light measured at a distance of two hundred (200) feet.
    f) Digital Technology Signs shall otherwise comply with the limitations of Section 33-96 of the Miami-Dade County Code.

C. Sign Regulations by District and Transect

1. Single-Family Residential (RS-1, RS-2) Districts.

No sign will be allowed in these districts except the following, in addition to temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6:

i. An identification sign not exceeding one square foot in area, nonilluminated, to identify the owner or occupant of the Dwelling or Building.

2. Multifamily Residential (RM-40, RM-70) Districts.

No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7, or the exemptions allowed in Section 11.6:

i. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the Florida Building Code, shall also be permitted.

ii. A nonilluminated, flat, or detached identification sign, not to exceed 24 square feet, identifying the name and/or address of a Multifamily Dwelling,

group of multifamily dwellings, or the name of the Motel or Hotel. In the case of a detached sign, it shall not be located in any required rear or Side Yard setback area, nor closer than ten feet from the front Property Line, nor shall any part of the sign be more than ten feet above the ground.

iii. Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the Building.

iv. In the RM-70 multifamily residential district, external signs and display windows are permitted subject to the following regulations:

a. The signs shall not abut or face a public Right-of-Way and cannot be readable from the public right-of-way.

b. Such external signs shall be affixed flat against the Facade or Awning canopy of the commercial space occupied by the Nonresidential Use.

c. Such external signs shall not exceed in area ten percent (10%) of the area of the facade of the space occupied by the nonresidential space.

d. Such external signs shall be compatible as to materials, background, and style with all adjacent and contiguous nonresidential facilities with the overall design character of the Structure.

3. *Commercial (CG) District*.

No sign will be allowed in this district except the following, in addition to temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6:

i. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the Florida Building Code, shall also be permitted.

ii. A flat illuminated or nonilluminated sign, whether illuminated or nonilluminated, may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building Flat Sign is limited to 75 square feet, the maximum storefront sign shall not exceed 15 square feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first-floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one

Street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area.

a. All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required to maintain all permanent sign lettering and background in the same style and color. This requirement shall be included in lease agreements for the subject premises.

b. For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.

iii. A projection sign placed at an angle of 90 degrees from the building and clearing the sidewalk by eight (8) feet. It shall project no more than four (4) feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only, in which case there is no restriction on proximity.

All adjacent contiguous, retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.

iv. A detached illuminated or non-illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.

4. *T-6 24 and T6-30 Transect Zones*.

General. No sign will be allowed in this district except the following, in addition to temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6.

1011 **i. Sign restrictions table.**

Sign Type*	Period	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)	Max sign height	Max sign width	Location/ Clearance
a. **A-Frame (Syn sandwich board sign)**	B	1 per tenant	9 sf. each side	n/a	3 ft	3 ft	n/a
b. **Awning**	O	1 per sloping plane, plus 1 per valance	75% of sloping plane; 75% area of awning valance	16 in. on sloping plane; 8 in. on valance Limited to tenant's store name, logo, and/or address.	See Location/ Clearance	Shopfront width	8 ft min clear height
c. **Band** **(Syn. Wall sign)**	O	1 per frontage	3 sf. per linear ft. up to 80 sq. ft	18 in.	3 ft	Shopfront width	n/a
e. **Canopy**	P	1 per canopy	2 sf. per linear foot of shopfront	18 in.	18 in. above projection line	Shopfront width	8 ft min clear height
g. **Corner**	P	1 per building	40 sf. per frontage	75% of signable width and signable height or 10 in. max	3 ft	40% of shopfront width or wall width	n/a

				(whichever is lesser)			
h. **Directory/ Wayfinding**	P	1 per frontage	10 sf. each side	n/a	8 ft. (wall) 3 ft (ground)	4 ft.	Wall mounted or freestanding
i. **Freestanding; Ground**	P	1 per frontage	36 sf. each side 72 sf total	16 in	8 ft.	8 ft	6 ft
j. **Hanging (also known as Suspended)**	P	1 per tenant	6 sf. each side 12 sf total	12 in	3 ft	2 ft	8 ft clear height
k. **Marquee**	P	1 per entry	~~n/a~~ 15 sf. each side 30 sf. total	16 in.	50 ft.	4 ft 8 ft projection (max)	16 ft clear height
l. **Mural****	P	1 per frontage	1,500 sf	n/a	50 ft.	60 ft.	10 ft above ground min.
m. **Projecting**	P	1 per tenant	6 sf. each side 12 sf. total	n/a	36 in	36 in	8 ft clear height 4 ft projection max

Key:

P - Permanent; Signs do not require removal.

O - Occupancy; Signs must be removed within 7 days of the end of tenant occupancy.

B - Business; Signs must be removed when the business is closed.

*****Note: See *Section 11.2.* Definitions of Terms and *11.2.5,* Sign Types Illustrated Table.

** Art Murals – Art murals (i.e., murals not containing commercial messages or logos) are not subject to these limitations. In keeping with the character of the *Village*, it is suggested that murals be limited to themes depicting nature or the natural environment.

D. Prohibited signs ~~situations~~.

1. In all transect and zoning districts, the following sign types, features, and locations are prohibited:

   a. ~~1(a)~~ Signs within or upon public property and rights-of-way.
   b. ~~2(b)~~ Pole (ground) signs projecting over rights-of-way.
   c. ~~3(c)~~ Flashing, activated, ~~and~~ moving, and animated signs.
   d. ~~4.~~ Pennants, streamers, spinners, advertising balloons and all other fluttering, spinning, or similar type signs and advertising devices.
      ~~5.~~ Roof signs.
   e. ~~6.~~ Snipe and sandwich signs.
   f. Permanent signs located within a triangle measured 30 feet from the intersection along each right-of-way.
   g. Signs located on property without prior authorization granted by the property owner, or in the case of public parks or any public property, without the permission of North Bay Village.
   h. Signs attached to any traffic control sign, utility pole, street sign or tree, except for temporary signs installed by a government agency for public information or special events.
   i. Signs that are mounted, attached or painted on a trailer, boat, or motor vehicle when parked, stored, or displayed conspicuously on private premises close to the public right-of-way or within public right-of-way in a manner intended to attract the attention of the public for advertising purposes.
   j. Billboards and Outdoor Advertising Signs.
   k. Inflatable signs.
   l. Two or more signs that convey a single, cumulative advertising message, part of which is contained on each sign in the series.
   m. Any sign that simulates emergency lights on emergency vehicles, traffic-control signals or devices, directional, informational, or warning signs erected by a government, utility, or similar agency.
   n. Any sign that uses an intermittent light or lights, including flashing lights, beach lights, strobe lights, rotating beacons, chasing lights, or zip lights.
   o. Any sign that is intended to be affected by wind including flags (other than those flags expressly permitted in Section 11.6), streamers,

pinwheels, feather signs, and balloons.

§ 11.5 – Sign ~~P~~permits and ~~F~~fees.

A. No sign shall be erected, constructed, posted, painted, altered, maintained, or relocated, except as provided in this subchapter and in these regulations, until a permit has been issued by the Building Official or other official as designated by the Village Manager.

1. Before any permit is issued, an application, including written approval of the owner of the property, shall be filed, together with five sets of drawings or specifications (one set to be returned to the applicant upon disposition of the application) as may be necessary to fully advise and acquaint the Building Official or other official as designated by the Village Manager with the location, construction materials, manner of illuminating and securing or fastening, number of Signs applied for, and the wording of the sign or advertisement to be carried on the sign. For Buildings over three stories, the scale shall be 1/8″ = 1′ 0″. A separate scaled drawing shall be prepared at ½ = 1′ 0″ showing dimensions, sizes, colors, materials, and method of installation.

2. All signs which are electrically illuminated shall require a separate electrical permit and inspection. All signs shall be erected on or before the expiration of 60 days from the date of issuance of the permit; otherwise, the permit shall become null, and void and a new permit shall be required.

3. No sign, once approved, may be moved, or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition, or removal of a Sign.

B. The owner and/or tenant of the premises and the owner and/or erector of the sign shall be held responsible for any violation of these regulations. Where a sign has been erected in accordance with these regulations, the sign company shall be relieved of further responsibility under these regulations after final approval of the sign by the Building Official or other official as designated by the Village Manager.

C. The Building Official or other official as designated by the Village Manager shall remove or cause to be removed any sign erected or maintained in conflict with these regulations if the owner or lessee of either the site or the sign fails to correct the violation within ten days after receiving written notice of the violation. Removal of a sign by the Building Official or other official as designated by the Village Manager shall not affect any proceedings instituted prior to the removal of the sign.

D. Fees for sign permits shall be in accordance with the schedule adopted by ordinance, a copy of which is maintained in the office of the Building Official or other official as designated by the Village Manager.

§ 11.6 – Exempted ~~S~~signs.

The following signs are exempted from the provisions of these regulations and may be erected or constructed without a permit but in accordance with the structural and safety requirements of the ~~South~~ Florida Building Code and in accordance with Section 11.9. ~~See also Chapter 15, Section 15.2.F.~~

A. Official traffic signs or sign structures, and provisional warning signs or sign structures, when erected or required by a government agency.

B. Changing of the copy of a bulletin board, poster board, display encasement, or marquee.

C. Temporary signs which meet the ~~criteria~~ standards of Section 11.7.

D. ~~National flags and flags of political subdivisions of the United States,~~Flags not intended to attract attention to a particular use of the property or product, including ~~N~~national flags and flags of political subdivisions of the United States, provided they do not exceed 50 square feet and that mounting of the flag adheres to Section ~~8.13(N)~~ 8.17(N).

E. Signs on a truck, bus, or other vehicle while in use in the normal course of business, provided that no such vehicle with attached signs shall be parked on public or private property for the purpose of advertising a business or firm or calling attention to the location of a business or firm.

F. In the commercial districts, nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, or roller curtain. Signs shall be limited to the name of the owner or trade name of the business and the street number of the business.

G. Signs posted by the Village.

H. Art murals

I. Traffic control device.

J. A sign located on a transit shelter provided that the Building Official determines that compliance with the Florida Building Code is not required.

K. Address signs that are non-illuminated, which indicates the address of the site, provided it does not exceed two (2) square feet in area.

L. A sign carried, held, worn, or operated by an individual person for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service, or product. A sign walker may also be referred to as a human sign.

M. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the Sign cannot be viewed from common property or public property

including but not limited to Streets, the Bay, the Island Walk, or Island Walk Public Access Walkways.

N. Holiday decorations, streamers, and similar, provided they do not result in an intensely illuminated area.

O. Any warning sign, non-advertising signs (e.g., “no trespassing,” “no dumping”), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four (4) square feet in copy area and is not illuminated.

P. Any special instruction sign (e.g., “open,” “closed,” “hours of business,” “no smoking”) provided any such sign does not exceed eight (8) square feet in copy area.

Q. Any memorial sign or commemorative plaque.

R. Any generic, architectural feature that is designed, integrated, and constructed as part of a Building.

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

T. Any sign carried by a person.

§ 11.7 – Temporary ~~S~~signs ~~Permits~~

A. *Scope*.

Notwithstanding anything to the contrary in the Village’s Unified Land Development Code or in any other ordinance or code provision of the Village, the provisions of this section shall govern the regulation of temporary signs and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.

~~B. *Purpose and intent*.~~

~~It is the purpose of these sign regulations to promote the public health, safety, and general welfare through reasonable, consistent, and non-discriminatory standards for temporary signs. The temporary sign regulations are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the Village Commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible with the character of the Village, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the Village’s goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, and~~

~~residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the Village and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:~~

1. ~~Encourage the effective use of signs as a means of communication in the Village;~~
2. ~~Maintain and enhance the aesthetic environment and the Village's ability to attract sources of economic development and growth;~~
3. ~~Improve pedestrian and traffic safety;~~
4. ~~Minimize the possible adverse impact of temporary signs on nearby public and private property;~~
5. ~~Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;~~
6. ~~Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;~~
7. ~~Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;~~
8. ~~Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;~~
9. ~~Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the~~ Village~~;~~
10. ~~Protect property values by precluding, to the maximum extent possible, temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and~~
11. ~~Enable the fair and consistent enforcement of these temporary sign regulations.~~

~~*C.*~~ B. *Duration ~~for temporary signs~~.* If a temporary sign pertains to an event, except where otherwise set forth in this code, the temporary sign shall be removed no later than seven (7) days after the event is concluded. Political primaries or elections, for the purpose of these sign regulations, shall be treated as an event. If a temporary sign does not pertain to an event, the temporary sign shall be removed within and by no later than thirty (30) days after being erected.

C. ~~1.~~ Permission of owners. A temporary sign shall not be placed on any property without the permission of the property owner.

D. Compliance with code. Temporary signs shall meet applicable requirements of this Chapter relating to location, setbacks and structural requirements.

E. ~~2.~~ Prohibition of lighting. A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.

F. ~~3.~~ Exemptions from permitting. A temporary sign does not require a permit from the Village. However, if a building permit or other permit is required by this Chapter or any other applicable source of law, that law must be followed.

G. No placement on right-of-way or other public property. No temporary sign shall be placed on any public right-of-way or on property owned by the Village.

H. All "for sale," "for lease" or "for rent" signs shall be removed within seven (7) days after the sale, lease, or rental of the property has occurred.

I. Open house signs may only be installed the day before the open house and shall be removed the same day of the open house after its conclusion. In no case shall an open house sign be in place for more than 48 continuous hours.

J. "For sale," "for lease," "for rent" and open house signs may only be installed on the property to which they refer.

K. *Standards.*

1. *Temporary, non-commercial signs, year-round.* Within each Village Zoning District, temporary signs shall conform to the following criteria throughout the calendar year:

	Single Family Residential RS-1, RS-2	**Multi-Family RM-40, RM-70**	**Commercial CG**
Maximum Number of Signs Allowed Per ~~Parcel~~ ~~Frontage~~ Parcel	~~3~~1 3	~~3~~2 3	~~4~~2 4
Maximum Sign Area	3 sf	12 sf (RM-40)	40 sf

		20 sf (RM-70)	
Sign Height Maximum for a Freestanding Sign	4 ft	~~24~~10 ft 24 ft	~~24~~10 ft 24 ft
Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)	15 ft	24 ft	24 ft
Minimum Sign Setback for Ground Signs	2 ft	~~2~~5 ft 2 ft	~~2~~5 ft 2 ft
~~Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign)~~	~~15 ft~~	~~15 ft~~	~~15 ft~~
Maximum Aggregate ~~Maximum of Surface~~ Area ~~Allocated~~ for All Sign Messages	12 sf per frontage	~~120 sf per frontage~~ 120 sf per parcel	~~16~~ 40 sf per frontage

2. *Additional temporary non-commercial sign before an election.* A property owner may place up to three additional temporary noncommercial ground sign(s) each totaling no more than ~~nine~~ three square feet on the parcel for a period of ~~90~~ 120 days prior to an election affecting the parcel on which the sign(s) is (are) located. The maximum aggregate area for all signs subject to this provision shall not exceed 12 square feet per frontage.

3. *Additional temporary signs when a property is being offered for sale or lease.* One temporary ground sign per street frontage, totaling no more than three square feet may be located on a parcel

(a) When that property is being offered for sale or lease through a licensed real estate agent; or

(b) If not offered for sale or lease through a licensed real estate agent, when the sign is owned by the property owner and that property is offered for sale by the owner; and

(c) For a period of seven days following the date on which a contract of sale has been executed.

4. *Additional temporary sign when a property being offered for sale or lease is open*

to the public. One temporary ground sign, totaling no more than ~~216~~ 1.5 square feet ~~or 12" × 18"~~, may be located on a lot on the day prior to and on the day when a property owner is opening the property to the public.

5. *Additional temporary non-commercial event-related signs.* A property owner may place one additional temporary non-commercial ground sign related to an event on the lot, and must remove the sign within ten days following the event.

~~D~~L. ~~*Additional s*~~*Standards for temporary signs* in the T6-24 and T6-30 transect zones.

~~For additional~~ Temporary signs ~~standards~~ in the T6-24 and T6-30 transect zones~~, see Chapter 15~~ shall comply with the following.

Sign restrictions table.

Sign Type*	Number of Signs (Max.)	Sign Area (Max.)	Copy Height (Max.)	Max sign height	Max sign width	Location/ Clearance
a. Banner	1 per event	Per NBV	Per NBV	Per NBV	Per NBV	Per NBV
b. Commercial Construction	1 per construction site	32 ft.	Per NBV	10 ft	6 ft	Min 15 ft from any other sign
c. Real Estate	1 per lot plus 1 per water frontage	12 sf. each side, 24 sf total	Per NBV	Per NBV	Per NBV	60 in. above grade (ground)
d. Open House	2 per event	3 sf. each side, 10 sf total	n/a	3 ft.	30 in. above grade	At least 12 feet from the edge of the thoroughfare pavement
e. Garage / Yard / Estate Sale, and Moving Signs	2 per lot	n/a	n/a	n/a	n/a	On private property
f. Window	1 per window	25% of glazed	8 in	8 ft	3 ft	3 ft off ground min

		area				
g. Yard	1 per 50 feet of frontage	6 sf. each side	6 in	3 ft	3 ft	5 ft.
h. Construction Fence Sign	See Section 8.16.F	See Section 8.16.F	See Section 8.16.F	See Section 8.16.F	See Section 8.16.F	See Section 8.16.F

§ 11.8 – Maintenance, abandonment, and r~~R~~emoval of ~~S~~signs.

A. All signs must be maintained in a condition or quality to that which was originally approved by the Village or as required by the Village Code. Maintenance includes repair or replacement of damaged, deteriorated, or faded elements, including the sign face, structure, and lighting components, to preserve the approved appearance and functionality.

B. Any Sign ~~previously~~ associated with a V~~v~~acated P~~p~~remise shall be removed from the premises by either the owner or lessee not later than thirty (30) days from the time such activity ceases to exist.

C. If the property use is not reestablished or a new use is not established within two (2) years of vacancy and a replacement sign face conforming to this Code has not been installed, then the entire sign structure and mounting hardware shall be removed.

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

~~§ 11.9 – District Sign Regulations.~~

~~A. *Single-Family Residential (RS-1, RS-2) Districts*.~~

~~No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6:~~

~~ii. A nameplate (identification sign), not to exceed one square foot in area, nonilluminated, to identify the owner or occupant of the Dwelling or Building.~~

~~B. *Multifamily Residential (RM-40, RM-70) Districts*.~~

~~No sign will be allowed in these districts except the following and temporary signs meeting the criteria of Section 11.7, or the exemptions allowed in Section 11.6:~~

~~v. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.~~

~~vi. A nonilluminated, flat, or detached identification sign, not to exceed 24 square~~

~~feet, identifying the name and/or address of a Multifamily Dwelling, group of multifamily dwellings, or the name of the Motel or Hotel. In the case of a detached sign, it shall not be located in any required rear or Side Yard setback area, nor closer than ten feet from the front Property Line, nor shall any part of the sign be more than ten feet above the ground.~~

~~vii. Nonilluminated signs not exceeding 15 square feet in area with letters not exceeding six inches in height which are painted, stamped, perforated, or stitched on the valance area of an awning, canopy, roller curtain. Signs shall be limited to the name of the owner and the street number of the Building.~~

~~*C. Commercial (CG) District*.~~

~~No sign will be allowed in this district except the following and temporary signs meeting the criteria of Section 11.7 or the exemptions allowed in Section 11.6:~~

~~1. Accessory signs and directional signs, all nonilluminated, and, individually, not to exceed an area of one square foot, except that illuminated fire exit signs, as required by the South Florida Building Code, shall also be permitted.~~

~~2. A flat illuminated or nonilluminated sign may be erected on one facade of a building or each portion of a building occupied by a separate commercial or office use, provided the sign does not exceed an area equal to ten percent of the area of the facade upon which it is erected, and for any single establishment user, contains no more than ten sign information items. For calculation purposes, the maximum single building Storefront is limited to 75 feet, the maximum storefront 15 feet. In the case of a commercial or office use located on the ground floor of a multistory building, only the first-floor facade area shall be used for the purpose of calculating the permissible sign area. Where an establishment fronts on more than one Street, the above area of signs may be permitted on each street frontage; however, signs on side frontages will not be permitted if they face a residential area.~~

~~c. All adjacent contiguous retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all permanent sign lettering and background in the same style and color.~~

~~d. For existing commercial establishments, facade signage may be increased to 11 percent of the total building facade and a total of 11 sign "items" per establishment may be used when all the lettering and background is uniform in style and color for signs in a shopping center or for any three consecutive separate establishments. Uniform agreements must be made a part of any lease or deed restriction.~~

~~3. For properties with bay frontage, an additional attached sign is allowed on the~~

~~bayside façade not to exceed 10% of the façade area, with lettering not to exceed 100 square feet.~~

~~4. A projection sign placed at an angle of 90 degrees from the building and clearing the sidewalk by eight feet. It shall project no more than four feet from the building or one-third of the sidewalk width, whichever is less, and be spaced no less than 50 feet apart unless displaying symbols only, in which case there is no restriction on proximity.~~

~~All adjacent contiguous, retail and service establishments located in premises under the same ownership shall be required in lease agreements to maintain all projection signs, materials, lettering and background in the same style and color.~~

~~5. A detached illuminated or non-illuminated sign may be permitted, not to exceed a total area of 100 square feet per side. When a single building on the property consists of two or more different commercial or office occupancies, an additional one square foot of sign area shall be permitted for each six lineal feet of street frontage in excess of 50 feet; however, the total sign area for a building with multiple occupancy shall not exceed 160 square feet in any case, nor may there be more than one detached sign on the property. No part of such detached signs shall be located in the side or rear yards, nor shall any detached sign be located closer than ten feet from the front property line. No detached sign shall exceed a height of 24 feet above the ground.~~

~~D. *T-6 24 and T6-30 transect zones*.~~

~~For sign standards within the T6 transect zone, see Chapter 15, Section 15.2.F.~~

§ 11.~~10~~ 9 – Variances to sign regulations.

~~There might be instances in which relief from the strict requirements of the sign ordinance would result in improved planning or zoning and would benefit the community. The standards for granting the planning variance are:~~

Variances to these sign regulations may be granted pursuant to the procedures set forth in Chapters 4 and 7, except that the Planning and Zoning Board and the Village Commission shall apply the following criteria in lieu of the hardship variance criteria in Chapter 7:

A. The sign variance must relate to a particular piece of land;

B. The sign variance can be granted ~~without~~ provided there is no substantial detriment to the public good;

C. The benefits of the deviation ~~would~~ outweigh any detriment; ~~and,~~

D. The variance would not substantially impair the intent or purpose of the Village's

Comprehensive Plan and/or Zoning Ordinance, and,

E. The variance does not authorize an Outdoor Advertising Sign.

§ 11.10 – Universal Design and Americans with Disabilities Act (ADA) Compliance.

ADA-compliant signage is required in certain specific interior spaces and to identify or provide direction to certain rooms or spaces such as bathrooms, exits, and the like. Exterior signage may also be designed and installed per ADA standards.

In order to be considered ADA-compliant, signs need to be designed with a non-glare finish and high level of contrast, using specific font and character properties specified in the Americans with Disabilities Act. In addition, ADA-compliant signs must have corresponding Braille text and be mounted at certain locations (such as adjacent to a door) and at certain heights (no less than 48 inches and no more than 60 inches above the finished floor or ground surface).

ADA compliant signage may include Braille dots, visual characters, raised characters (also called tactile characters), and/or pictograms, depending on the area or room the sign is identifying.

EXHIBIT "B"[1]

Chapter 15 - FORM-BASED CODE

. . .

§ 15.2 - General to transect zones.

. . .

~~F. Sign Standards~~

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

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

   ~~b. Signs erected entirely within the confines of a nonresidential or mixed-use site, provided the sign cannot be viewed from *Streets*, the *Bay*, the *Island Walk*, *Island Walk Public Access Walkways*, or common property.~~

   ~~c. Address and Residential Identification Signs.~~

   ~~(1) Any *Sign* identifying the street number of a Shopfront or commercial unit if hand painted on the transom window above the *Primary Entrance* door.~~

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

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

   ~~e. Flags. A flag of any nation, government, sports team, or nonprofit organization which is deployed from a permanent freestanding or wall-mounted flagpole or, with respect to the United States flag, in a manner acceptable for the display of the national ensign as set forth in the *U.S. Flag Code*, and adheres to *Section 8.13(N).*~~

   ~~f. Official Signs.~~

   ~~(1) Any sign erected by North Bay Village.~~

   ~~(2) Any sign erected by a government.~~

   ~~(3) Public utility and traffic signs.~~

   ~~g. Political Signs.~~

[1] Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

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

~~(2) Political signs are limited to 3 square feet and may not exceed 30 inches above grade.~~

~~(3) Political signs may be erected 25 days prior to an election and shall be removed within 7 days of the election.~~

~~(4) Up to three (3) signs total are allowed per residential lot, or per *Shopfront*, except at polling places. Of the three (3) sign signs permitted, no more than one sign is allowed per candidate or referendum item.~~

~~(5) See *Section 11.7* – Temporary Sign Permits for additional requirements.~~

~~h. Residential Construction Signs, subject to the following.~~

~~(1) Signage may only identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included.~~

~~(2) The contractor, the architect, and subcontractor are each allowed one (1) sign with a maxim area of four (4) square feet.~~

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

~~(4) Signage must be removed within five (5) days of the final inspection.~~

~~i. Residential Rental Signs~~

~~(1)~~ Only one sign may be attached to a single-family house or fastened to a ~~stake mounted in the yard and one additional sign may face a water frontage.~~

~~j. Warning and Instructional Signs.~~

~~(1) Any warning sign, non-advertising signs (e.g., "no trespassing," "no dumping"), or non-advertising symbol which pertains to the parcel of property upon which it is located, provided any such sign does not exceed four (4) square feet in copy area and is not illuminated.~~

~~(2) Any special instruction sign (e.g., "open," "closed," "hours of business," "no smoking") provided any such sign does not exceed eight (8) square feet in copy area.~~

~~j. Miscellaneous Signs.~~

~~(1) Any memorial sign or commemorative plaque.~~

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

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

~~(4) Any sign carried by a person.~~

~~2. Prohibited Signs and Sign Locations.~~

~~a. *Billboards*.~~

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

~~c. Snipe signs.~~

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

~~e. Illuminated, Animated, Moveable, Flashing, or Inflatable Signs.~~

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

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

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

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

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

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

~~3. Permitted Signs.~~

~~a. General.~~

~~(1) Signs shall conform with the following standards, as specified in *Section 15.6.E*. and illustrated in *Section 15.6.F.* for each of the following items.~~

~~(2) Sign type limitations by Zone.~~

~~(3) The height and area of the sign;~~

~~(4) The number of signs per site;~~

~~(5) The height of sign copy.~~

~~(6) Exterior signs shall be made of durable, weather resistant materials.~~

~~(7) A permit is required for all signs permitted under this section.~~

~~(8) No sign, once approved, may be moved, or altered without additional approval, excluding maintenance or repainting required to restore a sign to its original, approved condition.~~

~~b. Signs shall provide the following clearance:~~

~~(1) A minimum of (9) feet over pedestrian ways, except for signs on *Awnings* and *Canopies.*~~

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

~~(3) Signs located along streets shall be a minimum of two (2) feet from a curb, ramp, driveway, light pole, street sign, or fire hydrant.~~

~~c. Removal.~~

~~i. Signs shall be removed as specified in *Section 15.6.E*. Sign Restriction Table, and as follows:~~

~~(P) = Permanent; Signs do not require removal.~~

~~(O) = Occupancy; Signs shall be removed within 7 days of the end of tenant occupancy.~~

~~(B) Business = Signs shall be removed when the business is closed.~~

~~(T) Temporary = Signs shall be removed within the time period specified by sign type.~~

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

~~d. Sign Templates.~~

~~i. The permitting and inspections department supplies templates for Open House, Model Home, and Under Construction signs.~~

~~e. Illumination.~~

(1) Internal sign illumination is limited to window, and wall, signs within *Shopfronts.*

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

(3) Exposed bulbs or lamps shall not exceed the equivalent of 25 watts of incandescent light and shall be cut off to minimize light pollution.

(4) Other light sources in illuminated signs shall include anti-light pollution technologies and features.

f. Electronic Message Center (EMC) Signs.

(1) EMC signs are permitted for use on ground signs for church *Worship* and *Place of Assembly* facilities.

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

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

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

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

4. Requirements by Sign Type as described below and illustrated in *Section 15.6.F*.

a. Band Signs. (Syn. *Wall Signs*)

(1) Band signs may be located above tenant Shopfronts, below second *Story* windows, and beneath the *Building* cornice or coping.

(2) Band sign copy shall be at least 6 inches from building corners.

b. Banner Signs.

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

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

c. Commercial Construction Signs subject to the following

(1) Signage may only identify the contractor, subcontractor, or architect. Name, contact information, website, and license information may be included.

(2) The contractor, the architect, and subcontractor are each allowed one (1) sign with a maxim area of four (4) square feet.

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

(42) Signage must be removed within five (5) days of the final inspection.

d. Commercial Rental Signs.

(1) All commercial rental signs require NBV approval.

e. Corner Signs.

(1) Corner signs are only permitted at building corners where each facade is along a street.

(2) Corner signs may extend up to six (6) feet above parapets.

f. For Sale Signs.

(1) Signs shall be removed within seven (7) days of closing.

g. *Garage Sale*, *Yard Sale*, *Estate Sale*, and *Moving Signs*.

(1) Signs and stakes provided by the permitting and inspections department shall be used, limited to (5) signs per sale.

(2) Signs are valid for (10) days from the date of sale and shall not be reused.

(3) Signs may be erected (1) day prior to the sale and shall be removed within (5) hours of the end of the sale.

(4) Signs shall not be altered.

h. Ground Signs.

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

(a) Forecourts and building or project entrances. Ground signs shall not be located within any sight triangle or on the public right of way.

(b) Gateway and wayfinding directory ground signs shall be limited to main decision points such as development access points and intersections. Wayfinding signage for a development shall be designed and installed according to a cohesive, logical signage master plan to complement the project identity.

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

(3) Ground signs shall be set back a minimum of (10) feet from property lines.

i. Marquee Signs.

(1) *Marquee Signs* may be used for lodging and movie theaters. The *Village* may permit marquee signs for other businesses upon request.

j. Projecting Signs.

i. Projecting signs shall be erected on a wall of a building.

~~ii. Projecting signs may project up to 4 feet from the wall of the building on which it is erected.~~

~~k. Open House, Model Home~~*~~Portable Signs~~*~~.~~

~~(1) An annual permit is required.~~

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

~~(3) The business name shall be identified on signs, 2 in. copy minimum.~~

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

~~(5) Signs are allowed for~~ three (3) ~~consecutive days in any one week.~~

~~(6) Up to~~ (4) ~~signs may be located off site.~~

~~l.Window Signs~~

~~(1) Window signs may be:~~

~~(a) Letters painted directly on the window;~~

~~(b) Hanging signs hung interior of the glass;~~

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

~~m.Wayfinding signs shall be free standing and constructed using solid materials to prevent the sign from being destroyed or blown away.~~

. . .

~~G~~F. ~~*Special Area Plan.*~~

. . .

~~H~~G. ~~*Reserved.*~~

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

~~J~~I. ~~*Sustainability.*~~

. . .

§ 15.4. Definitions.

This Section provides definitions for terms in Chapter 15, Form-Based Code that are technical in nature or that might not otherwise reflect a common usage of the word. Refer to *Chapter 3* for definitions of terms that are pertinent to other Chapters of this Code. If a term is not defined in this section or Chapter 3, the *Village Manager* or designee shall determine the definition of the term. If there is a conflict between Chapter 3 and this Section, this section shall take precedence. Refer to Chapter 11 for definitions and regulations for signs.

B. Definitions of Terms.

. . .

"A" Terms

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

~~*Abandoned Sign*. A sign which has not identified or advertised a current business, service, owner, product, or activity for a period of at least six (6) months.~~

. . .

~~*Address Plaque*. A small *Sign* mounted to the front or side of a *Building* at the pedestrian level, or dimensional letters mounted above the door, conveying the numerical street address of the building.~~

. . .

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

. . .

"B" Terms

. . .

~~*Band Sign*. See *Wall Sign.*~~

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

. . .

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

. . .

"C" Terms

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

~~. . .~~

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

. . .

~~*Commercial Rental Sign:* See *Real Estate Sign.*~~

. . .

~~*Construction Sign*. Nonilluminated *Sings* that identify the architects, engineers, planners, contractors, or other individuals or firms involved with a construction project or announce the character or purpose of a project that may be displayed at the project site. The term does not include construction mesh, which is regulated under *Section 8.17.F* of the North Bay Village Unified Land Development Code.~~

~~*Corner Sign*. A sign mounted perpendicularly from a *Building* edge along two frontages positioned at an equal degree to both frontages.~~

. . .

"D" Terms

. . .

~~*Directory Sign.* A sign type, whether wall-mounted or freestanding, which provides a listing of establishments within a building or series of buildings.~~

. . .

"E" Terms

. . .

~~*Electronic Message Center (EMC) Sign.* A *Sign,* or portion thereof, that consists of electronically changeable alphanumeric text.~~

. . .

~~*Estate Sale Sign*. A temporary sign advertising a home sale of household goods.~~

"F" Terms

. . .

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

. . .

~~*For Sale Sign.* See *Real Estate Sign.*~~

. . .

"G" Terms

. . .

~~*Garage Sale Sign*. A temporary sign advertising a home sale of household goods.~~

. . .

"H" Terms

. . .

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

"M" Terms

. . .

~~*Marquee Sign*. A *Sign* attached to a marquee~~

. . .

~~*Mural*. Artwork applied to the wall of a *Building*, which covers all or most of the *Wall*. Where a mural contains a commercial message, it shall be considered a *Wall Sign*.~~

"N" Terms

. . .

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

"O" Terms

~~*Open House / Model Home Sign*. See *Real Estate Sign*.~~

"P" Terms

~~*Political Sign*. A sign advertising a candidate, political party, or position in connection with a local, state, or national election.~~

. . .

~~*Projecting Sign*. A building-mounted, double-sided sign which is mounted perpendicular to a *Building's Façade*.~~

"R" Terms

~~*Real Estate Sign*. A sign depicting sale or lease of a property on the premises of the property being advertised.~~

. . .

~~*Rental*. See *Real Estate Sign*.~~

. . .

~~*Residential Construction Sign*. See *Construction Sign*.~~

"S" Terms

. . .

~~*Sign*. Any writing, symbol, figure, representation, logo, emblem, flag, banner, device, letter, word, street clock or temperature announcement, which shall include any announcement, declaration, demonstration, display, illustration, name identification, description, or insignia, which is used to advertise or promote the interest of any person or firm when such representation is placed in view of the general public.~~

~~*Sign Band.* A horizontal component of a *Shopfront* to accommodate band signs located above transom and Shopfront windows and below the transition band.~~

~~*Sign Area*. The area of a sign shall mean the area of all lettering, wording, accompanying designs, logos, and symbols, together with the background on which they are displayed, whether open or enclosed. The area of a sign shall not include any supporting framework, bracing, or trim which is incidental to the display, provided that it does not contain any lettering, wording, or symbols. Where the sign consists of individual letters, designs, or symbols attached to a building, awning/canopy, wall, window, or freestanding structure, the area shall be that of the smallest rectangle which encompasses all of the letters, designs, and symbols.~~

~~*Sign Copy*. Any letter, numeral, figure, symbol, logo, or graphic element displaying the content or message of a sign.~~

. . .

~~*Snipe Sign*. A sign attached to a tree, pole, stake, *Fence,* public bench, streetlight, or other object, placed on public property, in the public right-of-way or on private property without the permission of the property owner (also known as a bandit sign).~~

. . .

"W" Terms

~~*Wall Sign*. A sign erected against or painted on the wall of any *Building,* displayed on windows or doors, or displayed with the exposed face thereof in a plane parallel to the face of said wall, window, or door.~~

~~*Warning / Instructional Sign*. An on-premises sign regulating the use of the premises, such as a "no trespassing," "no-hunting," or "no soliciting" sign.~~

~~*Wayfinding Sign*. A sign or series of signs directing from point to point or confirming progress along a route to a destination.~~

~~*Window Sign*. A sign that is applied, painted, or affixed to a window, or placed inside a window, within three (3) feet of the glass, facing the outside of the building, and easily seen from the outside. Customary displays of merchandise or objects and material without lettering behind a store window are not considered signs.~~

. . .

"Y" Terms

~~*Yard Sale Sign*. See *Garage Sale Sign.*~~

~~*Yard Sign*. A freestanding sign placed along a *Property Frontage.*~~

. . .

§ 15.6.E ~~Sign Restrictions Table~~ Reserved.

~~Sign Type*~~	~~Period~~	~~Number of Signs (Max.)~~	~~Sign Area (Max.)~~	~~Copy Height (Max.)~~
~~a. A-Frame~~	~~B~~	~~1 per tenant~~	~~9 sf. each side~~	~~n/a~~
~~b. Awning~~	~~O~~	~~1 sloping plane, plus 1 valence per awning~~	~~75% of sloping plane; 75% area of awning valence~~	~~16 in. on sloping plane; 8 in. on valence~~
~~c. Band Sign (Syn. Wall sign)~~	~~O~~	~~1 per frontage~~	~~3 sf. per linear ft.~~	~~16 in. on sloping plane; 8 in. on valence~~
~~d. Banner~~	~~T~~	~~1 per event~~	~~Per NBV~~	~~Per NBV~~
~~e. Canopy~~	~~P~~	~~1 per canopy~~	~~2 sf. per linear foot of shopfront~~	~~Copy height (max.)~~
~~f. Commercial Construction~~	~~T~~	~~1 per construction site~~	~~32 ft.~~	~~n/a~~
~~g. Corner~~	~~P~~	~~1 per building~~	~~40 sf.~~	~~16 in. on sloping plane; 8 in. on valence~~
~~h. For Sale~~	~~T~~	~~1 per lot plus 1 per golf or lake frontage~~	~~3 sf. each side, 60 in. above grade~~	~~Per NBV~~

~~i. Ground~~	~~P~~	~~1 per frontage~~	~~36 sf. each side~~	~~Copy height (max.)~~
~~j. Hanging~~	~~P~~	~~1 per tenant~~	~~6 sf. each side~~	~~n/a~~
~~k. Marquee~~	~~P~~	~~1 per entry~~	~~n/a~~	~~16 in. on sloping plane; 8 in. on valence~~
~~l. Mural**~~	~~P~~	~~1 per frontage~~	~~n/a~~	~~per NBV~~
~~m. Projecting~~	~~P~~	~~1 per tenant~~	~~6 sf. each side~~	~~Copy height (max.)~~
~~n. Open House Estate Sale Model Home~~	~~T~~	~~1 per lot~~	~~3 sf. each side, 30 in. above grade~~	~~n/a~~
~~o. Window~~	~~O~~	~~1 per window~~	~~25% of glazed area~~	~~Per NBV~~
~~p. Yard~~	~~T~~	~~1 per 50 feet of frontage~~	~~6 sf. each side~~	~~Copy height (max.)~~

~~**KEY:**~~

~~P—Permanent; signs do not require removal.~~

~~O—Occupancy; signs must be removed within seven days of the end of tenant occupancy.~~

~~B—Business; signs must be removed when the business is closed.~~

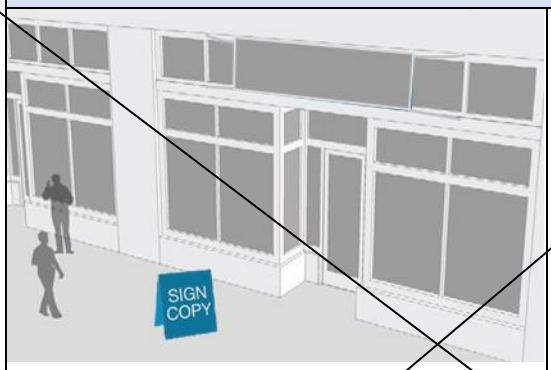
~~T—Temporary; signs must be removed within the time period specified by sign type.~~
~~Per NBV—Parameter to be determined admiratively. See also Section 11.7.~~

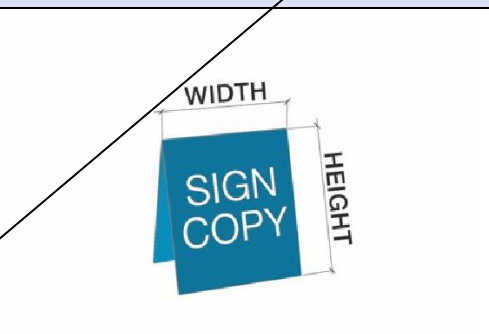
~~* Note: See Section 15.4.B, Definitions of Terms, and Section 15.6.B.5, Sign Types Illustrated Table.~~

~~** Murals—In keeping with the character of the Village, it is suggested that murals be limited to themes depicting nature or the natural environment.~~

414 **§ 15.6.F. ~~Sign types illustrated table~~ Reserved.**

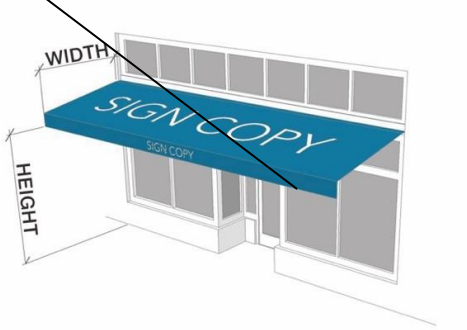
a. **A-Frame Sign**





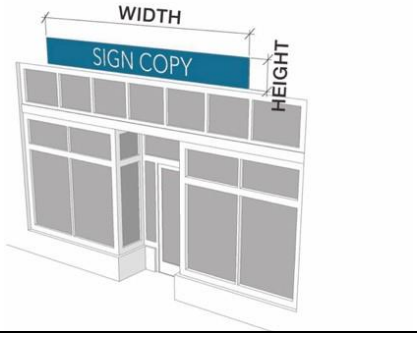
b. **Awning Sign**





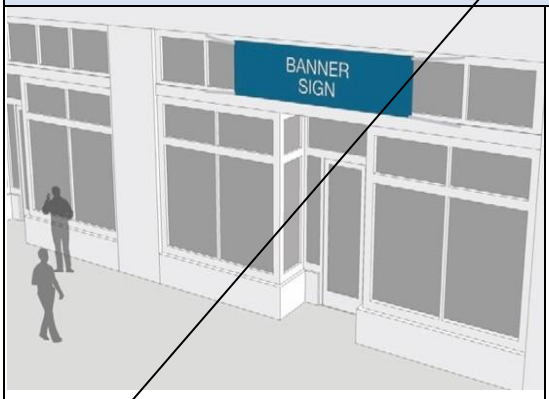
c. **Band Sign (Syn. Wall Sign)**

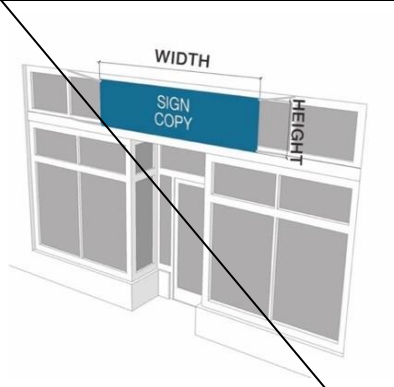




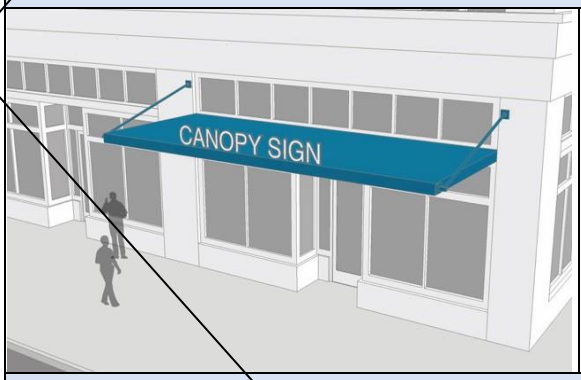
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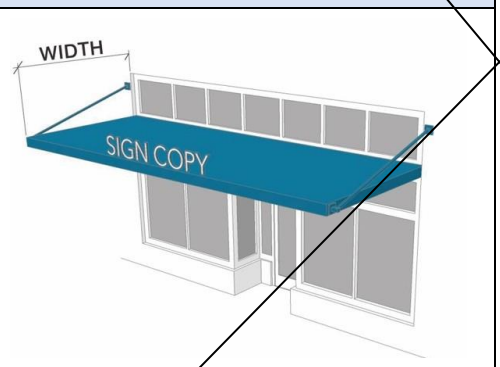
d. **Banner Sign**





e. **Canopy Sign**





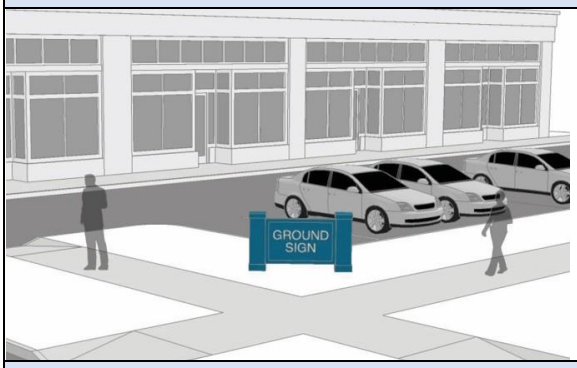
f. **Corner Sign**

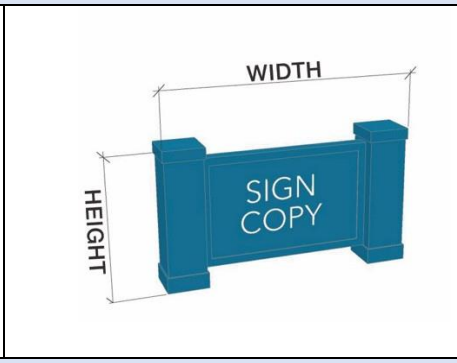




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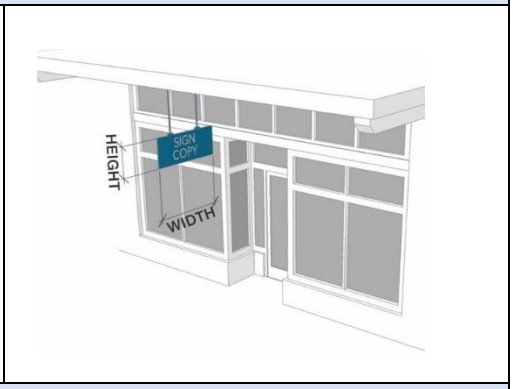
g. **Ground Sign**





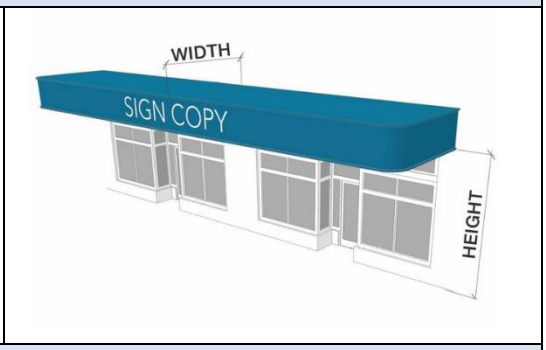
h. **Hanging Sign**



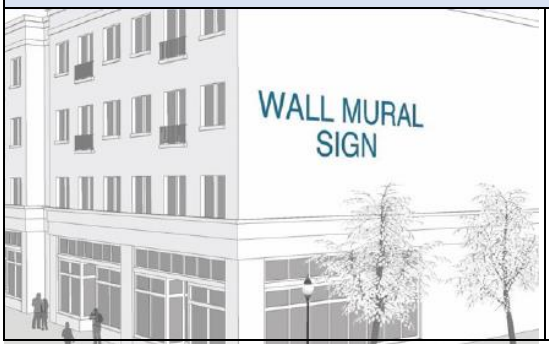


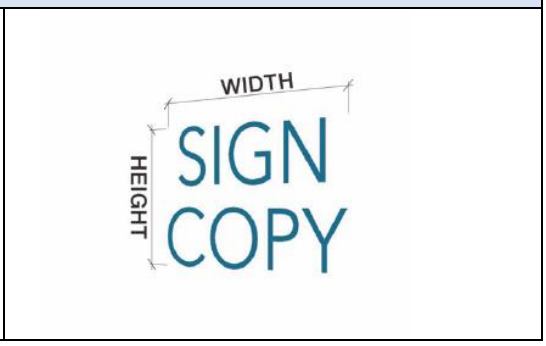
i. **Marquee Sign**



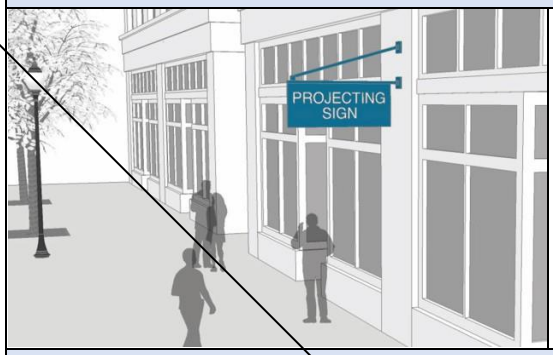


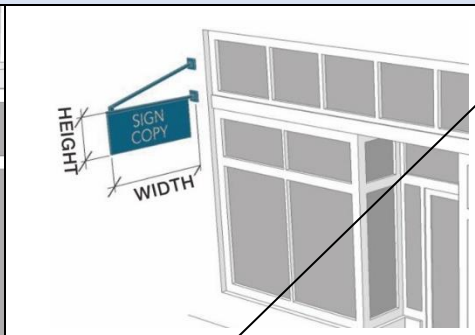
j. **Mural Sign**



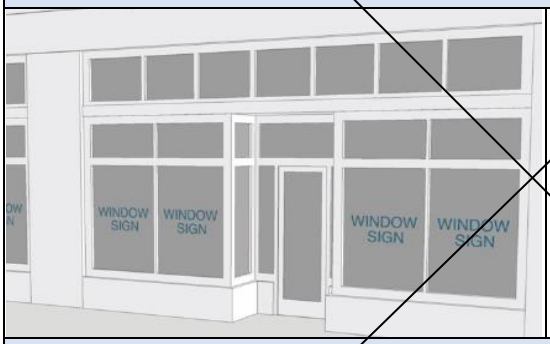


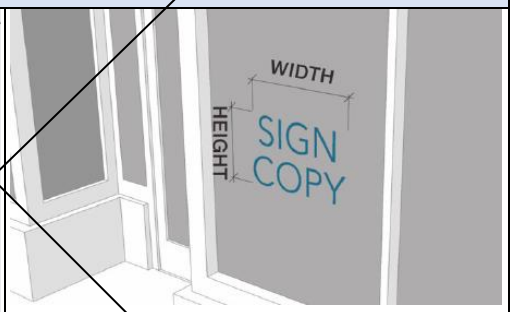
k. **Projecting Sign**



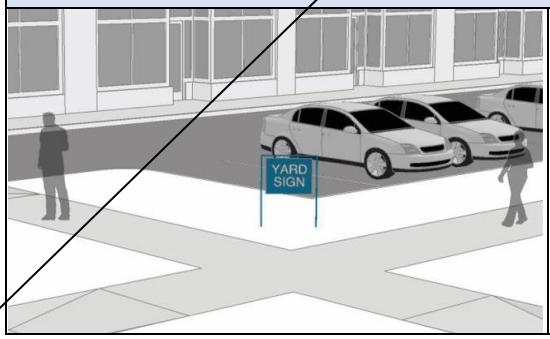


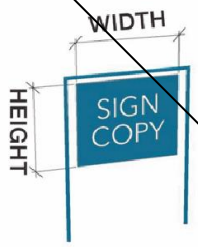
l. **Window Sign**





m. **Wayfinding/Yard Sign**





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EXHIBIT C

CHAPTER 8 – ZONING

* * *

DIVISION 3, SUPPLEMENTAL USE REGULATIONS

§ 8.16 – Supplemental use regulations.

A. *Accessory uses and structures.*

The following accessory uses and structures shall be permitted when such uses or Structures are ancillary, in connection with, and incidental to, the Principal Use or structure allowed within the Zoning District in which the principal use or structure is located.

1. Permitted accessory uses by zoning district
   a. In single family residential districts:

* * *

   b. In RM-70 multifamily residential districts, the following Accessory Uses may be permitted:
      (1) Support. Building management offices within Structures containing eight (8) or more Dwellings Units.
      (2) Nonresidential.
      (3) Professional Service offices and Personal Service establishments of an Ancillary nature, as well as Neighborhood-Serving Retail limited to small-scale, low-intensity specialty retail such as gift shops, flower shops, newspaper and magazine stands; convenience goods and services such as mini-mart or Daycare; and food shops such as bakery, confectionery, ice cream parlor, refreshment stand, delicatessen, and Coffee Shops; along with Restaurants offering waterfront dining, may be permitted with external entrances (including from the Island Walk) external Signs and display windows subject to the following conditions:
         (a) Professional services shall exclude all medical-related providers, including but not limited to dental, vision and veterinary services.
         (b) Personal services shall be limited to hair care and aesthetic services, physical fitness conditioning, pet grooming, and laundry services (drop-off/pick up only).
         (c) ~~The signs shall not abut or face a public Right-of-Way and cannot be readable from the public right-of-way.~~ [Reserved].
         (d) ~~Such external signs shall be affixed flat against the Facade or Awning canopy of the commercial space occupied by the Nonresidential Use.~~ [Reserved].

(e) ~~Such external signs shall not exceed in area ten percent (10%) of the area of the facade of the space occupied by the nonresidential space.~~ [Reserved].

(f) ~~Such external signs shall be compatible as to materials, background, and style with all adjacent and contiguous nonresidential facilities with the overall design character of the Structure.~~ [Reserved].

(g) The area of such nonresidential uses shall not exceed 0.05 percent of the net square footage of the structure up to a maximum of 10,000 square feet.

(h) Additional parking shall be provided within the development at the ratios established for the specific nonresidential uses in Section 9.3 of the ULDC.

(4) Integrated structured parking in compliance with the standards of subsections. 9.3. E. and I.

* * *

BUSINESS IMPACT ESTIMATE[1]

Meeting Date: June 29, 2026	**Date Posted**: June 15, 2026	**Agenda Item Number**: 13.A.

Title of Proposed Ordinance:

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

Applicable Exemptions[2]:

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The proposed ordinance relates to procurement.
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The proposed ordinance consolidates and modernizes the Village's sign regulations by unifying existing provisions from multiple sections of the Unified Land Development Code into a single, comprehensive chapter. The ordinance enhances clarity, usability, and consistency of the sign code, updates definitions to reflect current industry standards, and incorporates illustrative guidance for various sign types. It also establishes a more robust statement of legislative intent grounded in applicable law and planning principles.

The public purpose served by the ordinance is to promote public health, safety, and welfare by reducing visual clutter, improving aesthetic quality, ensuring consistency with the Village's Comprehensive Plan, and providing clear, enforceable standards for signage. The ordinance further supports economic vitality by creating predictable and transparent regulations for businesses while protecting community character.

[1] This Business Impact Estimate is provided to comply with the requirements of Section 166.041(4), Florida Statutes. Please note that this Business Impact Estimate may be revised following its initial posting as new information or feedback becomes available.

[2] If one or more boxes are checked under this section, it indicates that the Village has determined that a business impact estimate is not required by state law for the proposed ordinance, but the Village is providing the business impact estimate as a courtesy.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs:

Indeterminate.

b. New Charges/Fees on Businesses Impacted:

None anticipated. The ordinance does not introduce new compliance obligations but instead consolidates and clarifies existing requirements. While some businesses with nonconforming signs may be required to come into compliance over time, the ordinance provides a reasonable amortization period, mitigating any immediate financial burden.

c. Estimate of Regulatory Costs:

Indeterminate. Businesses will continue to pay the cost of permitting.

Good Faith Estimate of Number of Businesses Likely Impacted:

The Village estimates that up to 371 business may be impacted by the proposed ordinance, although the regulations may not immediately affect them.

Any Additional Information:

None.

NORTH BAY VILLAGE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 29, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER. DURING THIS MEETING THE VILLAGE COMMISSION WILL CONSIDER THE FOLLOWING AT A PUBLIC HEARING:

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

THE MEETING AGENDA IS AVAILABLE ONLINE AT:
HTTPS://NORTHBAYVILLAGE-FL.GOV/AGENDAS-MINUTES/
YOU MAY ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION:
1666 KENNEDY CAUSEWAY, #101
NORTH BAY VILLAGE, FL 33141 OR

TO PARTICIPATE YOU MAY JOIN THE ZOOM MEETING AT: **MEETING ID:** 891 2658 3746
WATCH THE VIRTUAL PUBLIC MEETING: HTTPS://NORTHBAYVILLAGE-FL.GOV/VIDEOS TV CHANNEL 661 FACEBOOK LIVE
LISTEN VIA TELEPHONE TO THE VIRTUAL PUBLIC MEETING: 305-224-1968 OR 929-205-6099
FOR TECHNICAL SUPPORT DURING THE MEETING, PLEASE CONTACT: (786) 309-4991

THE PROPOSED ORDINANCE(S) AND/OR RESOLUTION(S) ARE AVAILABLE FOR PUBLIC INSPECTIONS AT THE OFFICE OF THE VILLAGE CLERK. TO OBTAIN A COPY OF ANY AGENDA ITEM, INDIVIDUALS SHOULD CONTACT THE VILLAGE CLERK AT 305-756-7171. A COMPLETE AGENDA PACKET WILL ALSO BE ACCESSIBLE ON THE VILLAGE WEBSITE AT WWW.NORTHBAYVILLAGE-FL.GOV FIVE DAYS PRIOR TO THE DATE OF THE MEETING. ANY PERSON WISHING TO ADDRESS THE VILLAGE COMMISSION OR BOARD ON ANY ITEM AT THIS PUBLIC HEARING IS ASKED TO REGISTER WITH THE VILLAGE CLERK PRIOR TO THAT ITEM BEING HEARD. ALTERNATIVELY, MEMBERS OF THE PUBLIC MAY EXPRESS THEIR VIEWS IN WRITING TO THE COMMISSION OR BOARD C/O VILLAGE CLERK, 1666 KENNEDY CAUSEWAY, #300, NORTH BAY VILLAGE, FL 33141, OR VIA EMAIL AT PUBLICCOMMENT@NBVILLAGE.COM

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES IF ANY PERSON DECIDES TO APPEAL ANY DECISION BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO THIS OR ANY MATTER CONSIDERED AT ITS MEETING OR ITS HEARING, SUCH PERSON MUST ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING SHOULD CONTACT THE OFFICE OF THE VILLAGE CLERK AT (305) 756-7171 NO LATER THAN TWO BUSINESS DAYS PRIOR TO SUCH MEETING.

ALBA L. CHANG, CMC,
VILLAGE CLERK

Legal Ads and Public Notices

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SELECTED FILTERS

North Bay Village X Clear Filters

Sort By: Newest

Public Notice - Regular Commission Meeting

North Bay Village | Publish Date: Jun 16, 2026

PUBLIC NOTICE IS HEREBY GIVEN THAT THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, WILL HOLD A REGULAR MEETING ON JUNE 29, 2026, AT 6:00 P.M. AT 1666 KENNEDY CAUSEWAY, #101, NORTH BAY VILLAGE, FL 33141 AND VIA ZOOM, OR AS SOON AS POSSIBLE THEREAFTER.

ITEM NO. 14.A

North Bay Village
Recommendation Memorandum

NORTH BAY VILLAGE
EST. 1945

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Doris Acosta

SUBJECT: Discussion of a Proposed Development Partnership by Granvita for Treasure Island Elementary - Sponsored by Commissioner Doris Acosta

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Acosta has requested a discussion with the Village Commission and Granvita regarding its proposed project for Treasure Island Elementary School (TIES).

Granvita will provide a detailed presentation of the proposal.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

None

ITEM NO. 14.B

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Andy Daro

SUBJECT: Update on the Island Walk Project - Sponsored by Commissioner Andy Daro

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RECOMMENDATION

BACKGROUND AND ANALYSIS

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

PERSONNEL IMPACT
None

ITEM NO. 14.C

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Commissioner Richard Chervony

SUBJECT: Discussion on a Proposed Community Contributions Formula - Sponsored by Commissioner Richard Chervony

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Commissioner Chervony would like to have an open discussion regarding the Community Contribution Fee Schedule.

Attached are Commissioner Chervony's proposed options for the Village Commission's review and consideration.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

None

ATTACHMENTS

Proposed Building Height RM70 CC.pdf

Propose:

Any and all properties that have purchase TDR's as of April 30, 2026 will abide by the agreement that is in place today which is "For every 10 feet of bonus building height approved by the Commission the cost is $750 per residential unit in the building

Currently the code allows you can purchase additional Bonus Height in the RM70 code going from the allowed 150 feet from BFE plus Freeboard to 240 feet.

This cost of purchasing this bonus height $10,000.00 per vertical lineal foot of bonus due within 60 days of site plan approval.

(Example: The request is for the maximum 90 feet x at $10,000 per linear foot = payment of $900,000 bonus height payment)

On top of that you are allowed to purchase TDR's while they last, If you purchase the maximum number of TDR's allowed for the project you are allowed an additional 30% to 312 feet. The maximum TDR bonus height you can purchase is 72 linear feet. (two options):

OPTION 1: If we increase the cost of bonus height charge of $10,000.00 per vertical linear foot of bonus due within 60 days of site plan approval the maximum height allowed of 72 linear feet is an additional $720,000.00.

OPTION 2: If we increase the TDR purchase of bonus height which is 30% of height to $25,000.00 per vertical linear foot of bonus due within 60 days of site plan approval the maximum allowed of 72 linear feet is an additional $1,800,000.00

IN ADDITION:

Community Contribution Fees for TDR (Transfer Density Rights / Sec 8.13)

$175,000 per non waterfront transferred density unit and $200,000 per waterfront transferred density unit approved by the Village Commission. Remember we only have currently 48 TDR's left as of 4/30 unless Legal and Planning advises of more based on rough estimates from the additional properties that Sunbeam deeded to us and we have two committed to Gran Vita as the requested reso discussed by the Commission at the last meeting.

ITEM NO. 14.D

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld and Vice Mayor Goran Cuk

SUBJECT: Discussion Regarding the Use of Artificial Intelligence (AI) for Village Administrative Operations - Sponsored by Mayor Rachel Streitfeld and Vice Mayor Goran Cuk

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RECOMMENDATION

BACKGROUND AND ANALYSIS

Mayor Streitfeld and Vice Mayor Cuk would like to engage the Village Commission on incorporating Artificial Intelligence (AI) for the Village Administrative Operations.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

TBD

PERSONNEL IMPACT

Village Staff

ITEM NO. 14.E

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Roger Hogg, Capital Improvements Project Director

SPONSORED BY:

SUBJECT: Discussion on Treasure Island Stormwater Infrastructure Improvement Design

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RECOMMENDATION

It is recommended that the Village Commission consider consolidating the Treasure Island Stormwater Improvements Program under a single consultant and replacing the current phased design approach with a comprehensive neighborhood-wide design strategy. This would involve issuing a Request for Qualifications (RFQ) for design services and negotiating a professional services agreement with the highest-ranked firm.

BACKGROUND AND ANALYSIS

The Village has already invested approximately $581,669.49 in the Treasure Island program through the Phase 1 and Phase 2 work orders. These efforts have produced substantial value beyond preliminary design documents, including data collection, surveying, utility investigations, hydraulic and engineering analyses, development of conceptual improvement alternatives, stakeholder coordination, permitting support, and refinement of the recommendations contained within the Stormwater Master Plan.

This work has significantly advanced the Village's understanding of existing conditions, flooding vulnerabilities, infrastructure constraints, and potential implementation strategies and will remain directly applicable regardless of future adjustments to project phasing. Maintaining a unified design approach will allow the Village to leverage this technical foundation, preserve institutional knowledge, and avoid the duplication of engineering effort that can occur when multiple consultants or disconnected project phases revisit the same analyses and design assumptions.

Under the current six-phase implementation structure, each phase carries its own design, permitting, mobilization, and contingency costs. According to the June 2025 Opinion of Probable Cost (OPC), these repeated soft costs collectively exceed $22 million. Consolidating

the work into fewer, larger phases presents a substantial opportunity to reduce duplication, improve efficiency, and optimize project delivery. Preliminary estimates indicate that reducing the program from six phases to three could generate savings of approximately $6 million to $10 million, while a two-phase approach could yield savings of $12 million to $15 million through reduced soft costs, fewer mobilizations, lower exposure to construction inflation, and less repeated roadway restoration. This approach not only maximizes the value of the Village's prior investments but also supports a more cost-effective, coordinated, and resilient implementation strategy for the Treasure Island improvements.

While construction may ultimately occur in multiple phases, the Village will be best served by developing the overall design under a single consultant with a unified vision. Utilizing one consultant will provide consistency throughout the design process, ensure seamless coordination among all project components, and allow the Village to evaluate and prioritize improvements comprehensively rather than as a series of independent efforts. This approach will improve efficiency, reduce the potential for conflicting design assumptions between phases, streamline permitting and agency coordination, and create opportunities to optimize project delivery and funding strategies.

Equally important, it will allow the Village to establish and consistently advance long-term objectives throughout the design process, including resiliency, sustainability, neighborhood enhancement, and the incorporation of green infrastructure and nature-based solutions. A unified design effort will provide the flexibility to evaluate community priorities holistically and ensure that investments made in early phases support the Village's broader vision for future phases and long-term infrastructure performance.

From an administrative perspective, a single consultant will provide the Village with one point of accountability and significantly simplify project management, contract administration, invoicing, schedule tracking, public engagement, and quality control. It will reduce the staff resources required to manage multiple contracts and coordinate separate design teams while providing greater continuity from planning and design through bidding and construction. A unified approach will also minimize duplication of effort, resulting in a more efficient use of public funds and allowing Village staff to focus on project delivery rather than consultant coordination. Overall, this approach is expected to reduce project risk, improve efficiency, and provide a more cohesive, resilient, and cost-effective implementation strategy that aligns with the Village's long-term infrastructure, sustainability, and community development goals.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)

Below is a financial analysis of previous Work Orders related to Treasure Island Stormwater Improvements Engineering:

BCC WO24.01 PROGRAM MANAGEMENT (to manage Stormwater Design for North Bay, Harbor and Treasure Islands)

- BUDGETED $802,796
- SPENT TO DATE $329,8730 (41% expended)

CMA WO24.01 TREASURE ISLAND PHASE 2 DESIGN

- BUDGETED $617,266.30
- SPENT TO DATE $201,675.67
- 30% DESIGN COMPLETED (32% expended)

EXP WO24.01 TREASURE ISLAND PHASE 1 DESIGN
- BUDGETED $533,738.72
- SPENT TO DATE - $379,993.82
- <60% DESIGN COMPLETED (71% expended)

PERSONNEL IMPACT
NONE

ATTACHMENTS
Treasure Island Stormwater Design Memo.docx
JUNE 2025 NBV SWMP-BCC OPC.pdf
2026-06 - TI Stormwater Improvements RFQ-SOW- DRAFT.pdf

NORTH BAY VILLAGE
EST. 1945

North Bay Village
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: **February 20, 2026**

To: **Frank Rollason, Village Manager**

From: **Roger Hogg, CIP Director**

Subject: **Recommendation to Consolidate Responsibility for Treasure Island Basin Stormwater Design**

Summary

The current project approach for the design of the Treasure Island Basin stormwater improvements creates technical conflicts, schedule delays, and liability risks. Multiple consultants are working within the same hydraulic basin. This fragmented approach has led to inconsistent modeling outputs, conflicting roadway elevation guidance, and delays in advancing both the Phase I and Phase II design that are currently underway.

Key Issues

- ***Fragmented Basin Responsibility***
  Treasure Island functions as one interconnected hydraulic basin, yet design responsibility is divided among consultants. This is compounded by the fact that the design phases do not align with basin boundaries. This creates uncertainty in modeling drainage elevations, pump & pipe sizing and system performance.

- ***Conflicting Hydraulic Models***
  EXP's independent evaluation revealed discrepancies with BCC's model, including flood elevations and roadway effectiveness. No reconciled, signed, and sealed governing model exists, preventing Phase 1 design finalization and permitting.

- ***Inconsistent Roadway Elevation Guidance***
  BCC submittals contain modeling inconsistencies in the elevations, increasing risk of costly redesign or the need for field design during construction due to potential under or overdesign.

- ***Lack of Accountability***
  Conflicting models and divided responsibility expose the Village to redesign costs, delays, change

orders, and performance liability. **A single engineer of record is essential for a defensible basis of design and reduces long-term legal and financial risk**.

Recommendation

To reduce risk and ensure a coordinated solution:

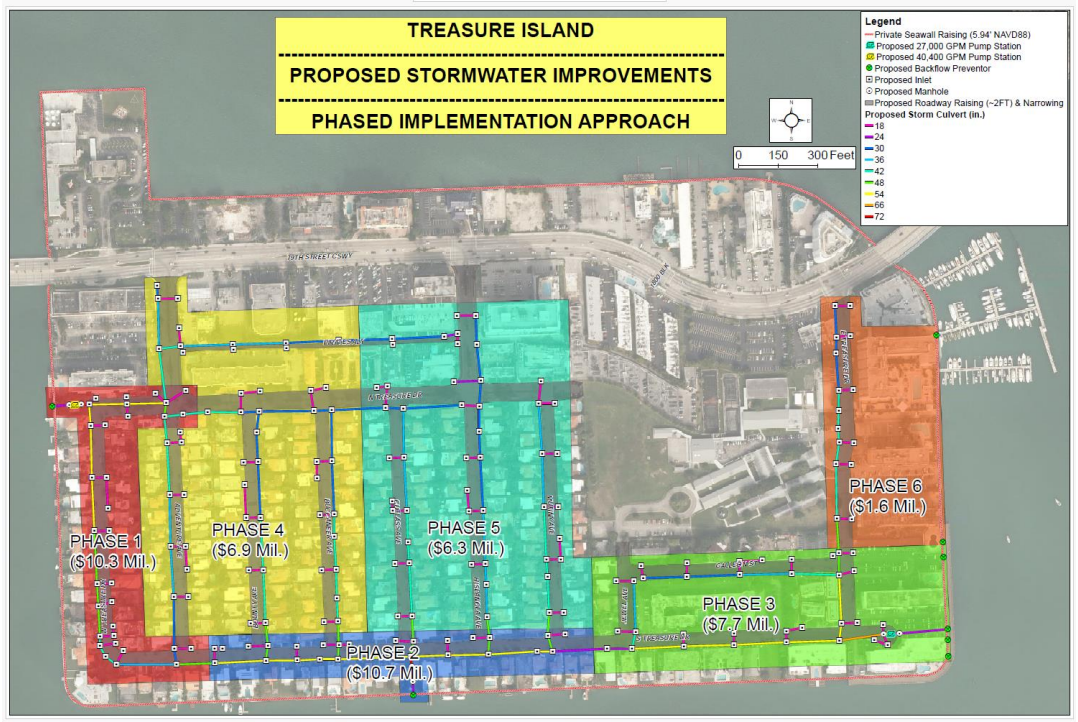
1. Cancel Work Order BCC2401 and eliminate BCC's "stormwater design management support" role.
2. Align project phases with sub-basin limits to streamline design and delineate responsibility.
3. Assign responsibility for both hydraulic modeling and design of the entire Treasure Island basin to a single qualified design firm.
4. Because this project requires significant engineering design effort and represents a major capital investment by the Village, consider retaining a design review consultant to provide technical feedback and design considerations at specific design milestones (60%, 90%).

Conclusion

Consolidating responsibility under a single consultant will provide clear accountability, remove friction, reduce risk, and ensure the Treasure Island drainage system performs as intended. This action will allow the design of the Treasure Island Stormwater Improvements to proceed efficiently while protecting the City's long-term resilience investment.



Figure 14-1: Delineated Sub-basins


TREASURE ISLAND
PROPOSED STORMWATER IMPROVEMENTS
PHASED IMPLEMENTATION APPROACH
0 150 300 Feet
Legend
Private Seawall Raising (5.94' NAVD88)
Proposed 27,000 GPM Pump Station
Proposed 40,400 GPM Pump Station
Proposed Backflow Preventor
Proposed Inlet
Proposed Manhole
Proposed Roadway Raising (~2FT) & Narrowing
Proposed Storm Culvert (in.)
18
24
30
36
42
48
54
66
72
PHASE 1 ($10.3 Mil.)
PHASE 4 ($6.9 Mil.)
PHASE 5 ($6.3 Mil.)
PHASE 2 ($10.7 Mil.)
PHASE 3 ($7.7 Mil.)
PHASE 6 ($1.6 Mil.)

PHASE 1 - NORTH BAY ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE											
Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	9	EA	$ 11,000.00	$ 99,000.00	$ 10,202.00	$ 91,818.00	$ 13,480.40	$ 121,323.60
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	8	EA	$ 12,100.00	$ 96,800.00	$ 11,222.20	$ 89,777.60	$ 14,828.44	$ 118,627.52
Manhole	0425 2 71	MANHOLES, J-7, <10'	4	EA	$ 24,000.00	$ 96,000.00	$ 23,759.00	$ 95,036.00	$ 26,151.80	$ 104,607.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	1	EA	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	1	EA	$1,000,000.00	$ 1,000,000.00	$ 325,861.00	$ 325,861.00	$ 457,172.20	$ 457,172.20
Weir Structure	-	-	1	EA	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	1	EA	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	1	EA	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	243	LF	$ 300.00	$ 72,900.00	$ 296.00	$ 71,928.00	$ 270.00	$ 65,610.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	26	LF	$ 360.00	$ 9,360.00	$ 355.20	$ 9,235.20	$ 324.00	$ 8,424.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	92	LF	$ 710.00	$ 65,320.00	$ 715.00	$ 65,780.00	$ 705.00	$ 64,860.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	202	LF	$ 432.00	$ 87,264.00	$ 426.24	$ 86,100.48	$ 388.80	$ 78,537.60
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	253	LF	$ 640.00	$ 161,920.00	$ 889.00	$ 224,917.00	$ 720.80	$ 182,362.40
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	33	LF	$ 580.00	$ 19,140.00	$ 1,301.00	$ 42,933.00	$ 756.20	$ 24,954.60
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	193	LF	$ 620.00	$ 119,660.00	$ 810.00	$ 156,330.00	$ 666.00	$ 128,538.00
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	342	LF	$ 760.00	$ 259,920.00	$ 1,084.00	$ 370,728.00	$ 1,052.80	$ 360,057.60
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD		LF	$ 912.00	$ -	$ 1,300.80	$ -	$ 1,263.36	$ -
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD	26	LF	$ 1,400.00	$ 36,400.00	$ 4,688.00	$ 121,888.00	$ 2,271.60	$ 59,061.60
Pump Station 1 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY	24.2	1K GPM	$ 270,731.40	$ 6,551,699.88	$ 195,072.31	$ 4,720,750.00	$ 257,502.07	$ 6,231,550.00
Pump Station 2 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 8,731,093.96		$ 6,528,792.36		$ 8,061,396.40
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	907	LF	$ 601.44	$ 545,506.08	$ 407.36	$ 369,475.52	$ 415.97	$ 377,284.79
Sub-Total (Roadway)						$ 545,506.08		$ 369,475.52		$ 377,284.79
SUB-TOTAL						$ 9,276,600.04		$ 6,898,267.88		$ 8,438,681.19
Design			10	%	0.10	$ 927,660.00	0.10	$ 927,660.00	0.10	$ 927,660.00
Permitting			1	%	0.01	$ 92,766.00	0.01	$ 92,766.00	0.01	$ 92,766.00
Mobilization			5	%	0.05	$ 463,830.00	0.05	$ 463,830.00	0.05	$ 463,830.00
Contingency			20	%	0.20	$ 1,855,320.01	0.20	$ 1,855,320.01	0.20	$ 1,855,320.01
SUB-TOTAL						$ 3,339,576.01		$ 3,339,576.01		$ 3,339,576.01
3% Expected Increase in Costs (Inflation)						$ 378,485.28		$ 307,135.32		$ 353,347.72
TOTAL						**$ 12,994,661.34**		**$ 10,544,979.21**		**$ 12,131,604.92**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 2 - NORTH BAY ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE											
Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	9	EA	$ 11,000.00	$ 99,000.00	$ 10,202.00	$ 91,818.00	$ 13,480.40	$ 121,323.60
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	8	EA	$ 12,100.00	$ 96,800.00	$ 11,222.20	$ 89,777.60	$ 14,828.44	$ 118,627.52
Manhole	0425 2 71	MANHOLES, J-7, <10'	4	EA	$ 24,000.00	$ 96,000.00	$ 23,759.00	$ 95,036.00	$ 26,151.80	$ 104,607.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	1	EA	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	1	EA	$1,000,000.00	$ 1,000,000.00	$ 325,861.00	$ 325,861.00	$ 457,172.20	$ 457,172.20
Weir Structure	-	-	1	EA	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	1	EA	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	1	EA	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	285	LF	$ 300.00	$ 85,500.00	$ 296.00	$ 84,360.00	$ 270.00	$ 76,950.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	222	LF	$ 360.00	$ 79,920.00	$ 355.20	$ 78,854.40	$ 324.00	$ 71,928.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	111	LF	$ 710.00	$ 78,810.00	$ 715.00	$ 79,365.00	$ 705.00	$ 78,255.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	202	LF	$ 432.00	$ 87,264.00	$ 426.24	$ 86,100.48	$ 388.80	$ 78,537.60
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	159	LF	$ 640.00	$ 101,760.00	$ 889.00	$ 141,351.00	$ 720.80	$ 114,607.20
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD		LF	$ 580.00	$ -	$ 1,301.00	$ -	$ 756.20	$ -
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD		LF	$ 620.00	$ -	$ 810.00	$ -	$ 666.00	$ -
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	286	LF	$ 760.00	$ 217,360.00	$ 1,084.00	$ 310,024.00	$ 1,052.80	$ 301,100.80
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD	84	LF	$ 912.00	$ 76,608.00	$ 1,300.80	$ 109,267.20	$ 1,263.36	$ 106,122.24
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD		LF	$ 1,400.00	$ -	$ 4,688.00	$ -	$ 2,271.60	$ -
Pump Station 1 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 2 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY	24.2	1K GPM	$ 270,731.40	$ 6,551,699.88	$ 195,072.31	$ 4,720,750.00	$ 257,502.07	$ 6,231,550.00
Sub-Total (Stormwater)						$ 8,626,431.96		$ 6,268,274.76		$ 7,916,491.44
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	733	LF	$ 601.44	$ 440,855.52	$ 407.36	$ 298,594.88	$ 415.97	$ 304,906.01
Sub-Total (Roadway)						$ 440,855.52		$ 298,594.88		$ 304,906.01
SUB-TOTAL						$ 9,067,287.48		$ 6,566,869.64		$ 8,221,397.45
Design			10	%	0.10	$ 906,728.75	0.10	$ 906,728.75	0.10	$ 906,728.75
Permitting			1	%	0.01	$ 90,672.87	0.01	$ 90,672.87	0.01	$ 90,672.87
Mobilization			5	%	0.05	$ 453,364.37	0.05	$ 453,364.37	0.05	$ 453,364.37
Contingency			20	%	0.20	$ 1,813,457.50	0.20	$ 1,813,457.50	0.20	$ 1,813,457.50
SUB-TOTAL						$ 3,264,223.49		$ 3,264,223.49		$ 3,264,223.49
3% Expected Increase in Costs (Inflation)						$ 369,945.33		$ 294,932.79		$ 344,568.63
TOTAL						**$ 12,701,456.30**		**$ 10,126,025.93**		**$ 11,830,189.57**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 3 - NORTH BAY ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE											
Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	21	EA	$ 11,000.00	$ 231,000.00	$ 10,202.00	$ 214,242.00	$ 13,480.40	$ 283,088.40
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	25	EA	$ 12,100.00	$ 302,500.00	$ 11,222.20	$ 280,555.00	$ 14,828.44	$ 370,711.00
Manhole	0425 2 71	MANHOLES, J-7, <10'	6	EA	$ 24,000.00	$ 144,000.00	$ 23,759.00	$ 142,554.00	$ 26,151.80	$ 156,910.80
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'		EA	$ 19,263.35	$ -	$ 19,263.35	$ -	$ 19,263.35	$ -
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR		EA	$1,000,000.00	$ -	$ 325,861.00	$ -	$ 457,172.20	$ -
Weir Structure	-	-		EA	$ 16,271.78	$ -	$ 16,271.78	$ -	$ 16,271.78	$ -
Backflow Preventers	0430880 01	FLAP GATES, 0-24"		EA	$ 15,000.00	$ -	$ 15,000.00	$ -	$ 15,000.00	$ -
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	$ 5,174.95	$ -	$ 5,174.95	$ -	$ 5,174.95	$ -
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	818	LF	$ 300.00	$ 245,400.00	$ 296.00	$ 242,128.00	$ 270.00	$ 220,860.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	1530	LF	$ 360.00	$ 550,800.00	$ 355.20	$ 543,456.00	$ 324.00	$ 495,720.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"		LF	$ 710.00	$ -	$ 715.00	$ -	$ 705.00	$ -
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	716	LF	$ 432.00	$ 309,312.00	$ 426.24	$ 305,187.84	$ 388.80	$ 278,380.80
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD		LF	$ 640.00	$ -	$ 889.00	$ -	$ 720.80	$ -
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD		LF	$ 580.00	$ -	$ 1,301.00	$ -	$ 756.20	$ -
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD		LF	$ 620.00	$ -	$ 810.00	$ -	$ 666.00	$ -
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD		LF	$ 760.00	$ -	$ 1,084.00	$ -	$ 1,052.80	$ -
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD		LF	$ 912.00	$ -	$ 1,300.80	$ -	$ 1,263.36	$ -
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD		LF	$ 1,400.00	$ -	$ 4,688.00	$ -	$ 2,271.60	$ -
Pump Station 1 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 2 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 1,783,012.00		$ 1,728,122.84		$ 1,805,671.00
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	2629	LF	$ 601.44	$ 1,581,185.76	$ 407.36	$ 1,070,949.44	$ 415.97	$ 1,093,585.13
Sub-Total (Roadway)						$ 1,581,185.76		$ 1,070,949.44		$ 1,093,585.13
SUB-TOTAL						$ 3,364,197.76		$ 2,799,072.28		$ 2,899,256.13
Design			10	%	0.10	$ 336,419.78	0.10	$ 336,419.78	0.10	$ 336,419.78
Permitting			1	%	0.01	$ 33,641.98	0.01	$ 33,641.98	0.01	$ 33,641.98
Mobilization			5	%	0.05	$ 168,209.89	0.05	$ 168,209.89	0.05	$ 168,209.89
Contingency			20	%	0.20	$ 672,839.55	0.20	$ 672,839.55	0.20	$ 672,839.55
SUB-TOTAL						$ 1,211,111.19		$ 1,211,111.19		$ 1,211,111.19
3% Expected Increase in Costs (Inflation)						$ 137,259.27		$ 120,305.50		$ 123,311.02
TOTAL						**$ 4,712,568.22**		**$ 4,130,488.98**		**$ 4,233,678.34**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 4 - NORTH BAY ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE											
Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	20	EA	$ 11,000.00	$ 220,000.00	$ 10,202.00	$ 204,040.00	$ 13,480.40	$ 269,608.00
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	19	EA	$ 12,100.00	$ 229,900.00	$ 11,222.20	$ 213,221.80	$ 14,828.44	$ 281,740.36
Manhole	0425 2 71	MANHOLES, J-7, <10'	6	EA	$ 24,000.00	$ 144,000.00	$ 23,759.00	$ 142,554.00	$ 26,151.80	$ 156,910.80
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'		EA	$ 19,263.35	$ -	$ 19,263.35	$ -	$ 19,263.35	$ -
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR		EA	$1,000,000.00	$ -	$ 325,861.00	$ -	$ 457,172.20	$ -
Weir Structure	-	-		EA	$ 16,271.78	$ -	$ 16,271.78	$ -	$ 16,271.78	$ -
Backflow Preventers	0430880 01	FLAP GATES, 0-24"		EA	$ 15,000.00	$ -	$ 15,000.00	$ -	$ 15,000.00	$ -
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	$ 5,174.95	$ -	$ 5,174.95	$ -	$ 5,174.95	$ -
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	1880	LF	$ 300.00	$ 564,000.00	$ 296.00	$ 556,480.00	$ 270.00	$ 507,600.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	676	LF	$ 360.00	$ 243,360.00	$ 355.20	$ 240,115.20	$ 324.00	$ 219,024.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"		LF	$ 710.00	$ -	$ 715.00	$ -	$ 705.00	$ -
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	820	LF	$ 432.00	$ 354,240.00	$ 426.24	$ 349,516.80	$ 388.80	$ 318,816.00
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	435	LF	$ 640.00	$ 278,400.00	$ 889.00	$ 386,715.00	$ 720.80	$ 313,548.00
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD		LF	$ 580.00	$ -	$ 1,301.00	$ -	$ 756.20	$ -
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD		LF	$ 620.00	$ -	$ 810.00	$ -	$ 666.00	$ -
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD		LF	$ 760.00	$ -	$ 1,084.00	$ -	$ 1,052.80	$ -
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD		LF	$ 912.00	$ -	$ 1,300.80	$ -	$ 1,263.36	$ -
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD		LF	$ 1,400.00	$ -	$ 4,688.00	$ -	$ 2,271.60	$ -
Pump Station 1 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 2 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 2,033,900.00		$ 2,092,642.80		$ 2,067,247.16
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	3059	LF	$ 601.44	$ 1,839,804.96	$ 407.36	$ 1,246,114.24	$ 415.97	$ 1,272,452.23
Sub-Total (Roadway)						$ 1,839,804.96		$ 1,246,114.24		$ 1,272,452.23
SUB-TOTAL						$ 3,873,704.96		$ 3,338,757.04		$ 3,339,699.39
Design			10	%	0.10	$ 387,370.50	0.10	$ 387,370.50	0.10	$ 387,370.50
Permitting			1	%	0.01	$ 38,737.05	0.01	$ 38,737.05	0.01	$ 38,737.05
Mobilization			5	%	0.05	$ 193,685.25	0.05	$ 193,685.25	0.05	$ 193,685.25
Contingency			20	%	0.20	$ 774,740.99	0.20	$ 774,740.99	0.20	$ 774,740.99
SUB-TOTAL						$ 1,394,533.79		$ 1,394,533.79		$ 1,394,533.79
3% Expected Increase in Costs (Inflation)						$ 158,047.16		$ 141,998.72		$ 142,027.00
TOTAL						**$ 5,426,285.91**		**$ 4,875,289.55**		**$ 4,876,260.17**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

TOTAL PHASED - NORTH BAY ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	59	EA	$ 11,000.00	$ 649,000.00	$ 10,202.00	$ 601,918.00	$ 13,480.40	$ 795,343.60
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	60	EA	$ 12,100.00	$ 726,000.00	$ 11,222.20	$ 673,332.00	$ 14,828.44	$ 889,706.40
Manhole	0425 2 71	MANHOLES, J-7, <10'	20	EA	$ 24,000.00	$ 480,000.00	$ 23,759.00	$ 475,180.00	$ 26,151.80	$ 523,036.00
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	2	EA	$ 19,263.35	$ 38,526.70	$ 19,263.35	$ 38,526.70	$ 19,263.35	$ 38,526.70
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	2	EA	$1,000,000.00	$ 2,000,000.00	$ 325,861.00	$ 651,722.00	$ 457,172.20	$ 914,344.40
Weir Structure	-	-	2	EA	$ 16,271.78	$ 32,543.56	$ 16,271.78	$ 32,543.56	$ 16,271.78	$ 32,543.56
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	2	EA	$ 15,000.00	$ 30,000.00	$ 15,000.00	$ 30,000.00	$ 15,000.00	$ 30,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	2	EA	$ 5,174.95	$ 10,349.90	$ 5,174.95	$ 10,349.90	$ 5,174.95	$ 10,349.90
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	3226	LF	$ 300.00	$ 967,800.00	$ 296.00	$ 954,896.00	$ 270.00	$ 871,020.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	2454	LF	$ 360.00	$ 883,440.00	$ 355.20	$ 871,660.80	$ 324.00	$ 795,096.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	203	LF	$ 710.00	$ 144,130.00	$ 715.00	$ 145,145.00	$ 705.00	$ 143,115.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	1940	LF	$ 432.00	$ 838,080.00	$ 426.24	$ 826,905.60	$ 388.80	$ 754,272.00
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	847	LF	$ 640.00	$ 542,080.00	$ 889.00	$ 752,983.00	$ 720.80	$ 610,517.60
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	33	LF	$ 580.00	$ 19,140.00	$ 1,301.00	$ 42,933.00	$ 756.20	$ 24,954.60
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	193	LF	$ 620.00	$ 119,660.00	$ 810.00	$ 156,330.00	$ 666.00	$ 128,538.00
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	628	LF	$ 760.00	$ 477,280.00	$ 1,084.00	$ 680,752.00	$ 1,052.80	$ 661,158.40
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD	84	LF	$ 912.00	$ 76,608.00	$ 1,300.80	$ 109,267.20	$ 1,263.36	$ 106,122.24
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD	26	LF	$ 1,400.00	$ 36,400.00	$ 4,688.00	$ 121,888.00	$ 2,271.60	$ 59,061.60
Pump Station 1 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY	24.2	1K GPM	$ 270,731.40	$ 6,551,699.88	$ 195,072.31	$ 4,720,750.00	$ 257,502.07	$ 6,231,550.00
Pump Station 2 - 54 CFS	-	PUMP STATION, ~24,200 GPM/54 CFS CAPACITY	24.2	1K GPM	$ 270,731.40	$ 6,551,699.88	$ 195,072.31	$ 4,720,750.00	$ 257,502.07	$ 6,231,550.00
Sub-Total (Stormwater)						$ 21,174,437.92		$ 16,617,832.76		$ 19,850,806.00
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	7328	LF	$ 601.44	$ 4,407,352.32	$ 407.36	$ 2,985,134.08	$ 415.97	$ 3,048,228.16
Sub-Total (Roadway)						$ 4,407,352.32		$ 2,985,134.08		$ 3,048,228.16
SUB-TOTAL						$ 25,581,790.24		$ 19,602,966.84		$ 22,899,034.16
Design			10	%	0.10	$ 2,558,179.02	0.10	$ 2,558,179.02	0.10	$ 2,558,179.02
Permitting			1	%	0.01	$ 255,817.90	0.01	$ 255,817.90	0.01	$ 255,817.90
Mobilization			5	%	0.05	$ 1,279,089.51	0.05	$ 1,279,089.51	0.05	$ 1,279,089.51
Contingency			20	%	0.20	$ 5,116,358.05	0.20	$ 5,116,358.05	0.20	$ 5,116,358.05
SUB-TOTAL						$ 9,209,444.49		$ 9,209,444.49		$ 9,209,444.49
3% Expected Increase in Costs (Inflation)						$ 1,043,737.04		$ 864,372.34		$ 963,254.36
TOTAL						**$ 35,834,971.77**		**$ 29,676,783.67**		**$ 33,071,733.01**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 1 - TREASURE ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE											
Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	16	EA	$ 11,000.00	$ 176,000.00	$ 10,202.00	$ 163,232.00	$ 13,480.40	$ 215,686.40
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	16	EA	$ 12,100.00	$ 193,600.00	$ 11,222.20	$ 179,555.20	$ 14,828.44	$ 237,255.04
Manhole	0425 2 71	MANHOLES, J-7, <10'	4	EA	$ 24,000.00	$ 96,000.00	$ 23,759.00	$ 95,036.00	$ 26,151.80	$ 104,607.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	1	EA	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	1	EA	$ 1,000,000.00	$ 1,000,000.00	$ 325,861.00	$ 325,861.00	$ 457,172.20	$ 457,172.20
Weir Structure	-	-	1	EA	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	1	EA	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	1	EA	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	708	LF	$ 300.00	$ 212,400.00	$ 296.00	$ 209,568.00	$ 270.00	$ 191,160.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD		LF	$ 360.00	$ -	$ 355.20	$ -	$ 324.00	$ -
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	56	LF	$ 710.00	$ 39,760.00	$ 715.00	$ 40,040.00	$ 705.00	$ 39,480.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	47	LF	$ 432.00	$ 20,304.00	$ 426.24	$ 20,033.28	$ 388.80	$ 18,273.60
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	222	LF	$ 640.00	$ 142,080.00	$ 889.00	$ 197,358.00	$ 720.80	$ 160,017.60
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	390	LF	$ 580.00	$ 226,200.00	$ 1,301.00	$ 507,390.00	$ 756.20	$ 294,918.00
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	518	LF	$ 620.00	$ 321,160.00	$ 810.00	$ 419,580.00	$ 666.00	$ 344,988.00
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	744	LF	$ 760.00	$ 565,440.00	$ 1,084.00	$ 806,496.00	$ 1,052.80	$ 783,283.20
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD		LF	$ 1,400.00	$ -	$ 4,688.00	$ -	$ 2,271.60	$ -
Pipe - 72" RCP	0430175172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S/CD	42	LF	$ 1,680.00	$ 70,560.00	$ 5,625.60	$ 236,275.20	$ 2,725.92	$ 114,488.64
Pump Station 1 - 60 CFS	-	PUMP STATION, ~27,000 GPM/60 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 2 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY	40.4	1K GPM	$ 270,731.40	$ 10,937,548.56	$ 195,072.31	$ 7,880,921.49	$ 257,502.07	$ 10,403,083.47
Pump Station 3 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 14,056,762.64		$ 11,137,056.25		$ 13,420,123.43
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	1700	LF	$ 601.44	$ 1,022,448.00	$ 366.64	$ 623,288.00	$ 415.97	$ 707,149.00
Sub-Total (Roadway)						$ 1,022,448.00		$ 623,288.00		$ 707,149.00
Miscellaneous	FDOT Item No	FDOT Description	Count	Unit	Unit Cost	Total($)	Unit Cost	Total($)	Unit Cost	Total($)
W Treasure Drive Property	-	-	1	EA	$2,400,000.00	$ 2,400,000.00	$2,400,000.00	$ 2,400,000.00	$2,400,000.00	$ 2,400,000.00
S Treasure Drive Property	-	-		EA	$4,400,000.00	$ -	$4,400,000.00	$ -	$4,400,000.00	$ -
Sub-Total (Miscellaneous)						$ 2,400,000.00		$ 2,400,000.00		$ 2,400,000.00
SUB-TOTAL						$ 17,479,210.64		$ 14,160,344.25		$ 16,527,272.43
Design			10	%	0.10	$ 1,747,921.06	0.10	$ 1,747,921.06	0.10	$ 1,747,921.06
Permitting			1	%	0.01	$ 174,792.11	0.01	$ 174,792.11	0.01	$ 174,792.11
Mobilization			5	%	0.05	$ 873,960.53	0.05	$ 873,960.53	0.05	$ 873,960.53
Contingency			20	%	0.20	$ 3,495,842.13	0.20	$ 3,495,842.13	0.20	$ 3,495,842.13
SUB-TOTAL						$ 6,292,515.83		$ 6,292,515.83		$ 6,292,515.83
3% Expected Increase in Costs (Inflation)						$ 713,151.79		$ 613,585.80		$ 684,593.65
TOTAL						**$ 24,484,878.26**		**$ 21,066,445.88**		**$ 23,504,381.91**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 2 - TREASURE ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	14	EA	$ 11,000.00	$ 154,000.00	$ 10,202.00	$ 142,828.00	$ 13,480.40	$ 188,725.60
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	13	EA	$ 12,100.00	$ 157,300.00	$ 11,222.20	$ 145,888.60	$ 14,828.44	$ 192,769.72
Manhole	0425 2 71	MANHOLES, J-7, <10'	4	EA	$ 24,000.00	$ 96,000.00	$ 23,759.00	$ 95,036.00	$ 26,151.80	$ 104,607.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	1	EA	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	1	EA	$1,000,000.00	$ 1,000,000.00	$ 325,861.00	$ 325,861.00	$ 457,172.20	$ 457,172.20
Weir Structure	-	-	1	EA	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	1	EA	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	1	EA	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	391	LF	$ 300.00	$ 117,300.00	$ 296.00	$ 115,736.00	$ 270.00	$ 105,570.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	206	LF	$ 360.00	$ 74,160.00	$ 355.20	$ 73,171.20	$ 324.00	$ 66,744.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	48	LF	$ 710.00	$ 34,080.00	$ 715.00	$ 34,320.00	$ 705.00	$ 33,840.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD		LF	$ 432.00	$ -	$ 426.24	$ -	$ 388.80	$ -
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD		LF	$ 640.00	$ -	$ 889.00	$ -	$ 720.80	$ -
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD		LF	$ 580.00	$ -	$ 1,301.00	$ -	$ 756.20	$ -
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	223	LF	$ 620.00	$ 138,260.00	$ 810.00	$ 180,630.00	$ 666.00	$ 148,518.00
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	1261	LF	$ 760.00	$ 958,360.00	$ 1,084.00	$ 1,366,924.00	$ 1,052.80	$ 1,327,580.80
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD		LF	$ 1,400.00	$ -	$ 4,688.00	$ -	$ 2,271.60	$ -
Pipe - 72" RCP	0430175172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S/CD	47	LF	$ 1,680.00	$ 78,960.00	$ 5,625.60	$ 264,403.20	$ 2,725.92	$ 128,118.24
Pump Station 1 - 60 CFS	-	PUMP STATION, ~27,000 GPM/60 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 2 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 3 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY	40.4	1K GPM	$ 270,731.40	$ 10,937,548.56	$ 195,072.31	$ 7,880,921.49	$ 257,502.07	$ 10,403,083.47
Sub-Total (Stormwater)						$ 13,801,678.64		$ 10,681,429.57		$ 13,212,439.31
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	1607	LF	$ 601.44	$ 966,514.08	$ 366.64	$ 589,190.48	$ 415.97	$ 668,463.79
Sub-Total (Roadway)						$ 966,514.08		$ 589,190.48		$ 668,463.79
Miscellaneous	FDOT Item No	FDOT Description	Count	Unit	Unit Cost	Total($)	Unit Cost	Total($)	Unit Cost	Total($)
W Treasure Drive Property	-	-		EA	$2,400,000.00	$ -	$2,400,000.00	$ -	$2,400,000.00	$ -
S Treasure Drive Property	-	-	1	EA	$4,400,000.00	$ 4,400,000.00	$4,400,000.00	$ 4,400,000.00	$4,400,000.00	$ 4,400,000.00
Sub-Total (Miscellaneous)						$ 4,400,000.00		$ 4,400,000.00		$ 4,400,000.00
SUB-TOTAL						$ 19,168,192.72		$ 15,670,620.05		$ 18,280,903.10
Design			10	%	0.10	$ 1,916,819.27	0.10	$ 1,916,819.27	0.10	$ 1,916,819.27
Permitting			1	%	0.01	$ 191,681.93	0.01	$ 191,681.93	0.01	$ 191,681.93
Mobilization			5	%	0.05	$ 958,409.64	0.05	$ 958,409.64	0.05	$ 958,409.64
Contingency			20	%	0.20	$ 3,833,638.54	0.20	$ 3,833,638.54	0.20	$ 3,833,638.54
SUB-TOTAL						$ 6,900,549.38		$ 6,900,549.38		$ 6,900,549.38
3% Expected Increase in Costs (Inflation)						$ 782,062.26		$ 677,135.08		$ 755,443.57
TOTAL						**$ 26,850,804.36**		**$ 23,248,304.51**		**$ 25,936,896.05**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 3 - TREASURE ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	17	EA	$ 11,000.00	$ 187,000.00	$ 10,202.00	$ 173,434.00	$ 13,480.40	$ 229,166.80
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	16	EA	$ 12,100.00	$ 193,600.00	$ 11,222.20	$ 179,555.20	$ 14,828.44	$ 237,255.04
Manhole	0425 2 71	MANHOLES, J-7, <10'	4	EA	$ 24,000.00	$ 96,000.00	$ 23,759.00	$ 95,036.00	$ 26,151.80	$ 104,607.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	1	EA	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	1	EA	$1,000,000.00	$ 1,000,000.00	$ 325,861.00	$ 325,861.00	$ 457,172.20	$ 457,172.20
Weir Structure	-	-	1	EA	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	4	EA	$ 15,000.00	$ 60,000.00	$ 15,000.00	$ 60,000.00	$ 15,000.00	$ 60,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	1	EA	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	728	LF	$ 300.00	$ 218,400.00	$ 296.00	$ 215,488.00	$ 270.00	$ 196,560.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	94	LF	$ 360.00	$ 33,840.00	$ 355.20	$ 33,388.80	$ 324.00	$ 30,456.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	180	LF	$ 710.00	$ 127,800.00	$ 715.00	$ 128,700.00	$ 705.00	$ 126,900.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	376	LF	$ 432.00	$ 162,432.00	$ 426.24	$ 160,266.24	$ 388.80	$ 146,188.80
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	406	LF	$ 640.00	$ 259,840.00	$ 889.00	$ 360,934.00	$ 720.80	$ 292,644.80
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	241	LF	$ 580.00	$ 139,780.00	$ 1,301.00	$ 313,541.00	$ 756.20	$ 182,244.20
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	67	LF	$ 620.00	$ 41,540.00	$ 810.00	$ 54,270.00	$ 666.00	$ 44,622.00
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	1050	LF	$ 760.00	$ 798,000.00	$ 1,084.00	$ 1,138,200.00	$ 1,052.80	$ 1,105,440.00
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD	169	LF	$ 1,400.00	$ 236,600.00	$ 4,688.00	$ 792,272.00	$ 2,271.60	$ 383,900.40
Pipe - 72" RCP	0430175172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S/CD		LF	$ 1,680.00	$ -	$ 5,625.60	$ -	$ 2,725.92	$ -
Pump Station 1 - 60 CFS	-	PUMP STATION, ~27,000 GPM/60 CFS CAPACITY	27	1K GPM	$ 270,731.40	$ 7,309,747.80	$ 195,072.31	$ 5,266,952.48	$ 257,502.07	$ 6,952,555.79
Pump Station 2 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 3 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 10,905,289.88		$ 9,338,608.80		$ 10,590,423.31
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	2568	LF	$ 601.44	$ 1,544,497.92	$ 366.64	$ 941,531.52	$ 415.97	$ 1,068,210.96
Sub-Total (Roadway)						$ 1,544,497.92		$ 941,531.52		$ 1,068,210.96
Miscellaneous	FDOT Item No	FDOT Description	Count	Unit	Unit Cost	Total($)	Unit Cost	Total($)	Unit Cost	Total($)
W Treasure Drive Property	-	-		EA	$2,400,000.00	$ -	$2,400,000.00	$ -	$2,400,000.00	$ -
S Treasure Drive Property	-	-		EA	$4,400,000.00	$ -	$4,400,000.00	$ -	$4,400,000.00	$ -
Sub-Total (Miscellaneous)						$ -		$ -		$ -
SUB-TOTAL						$ 12,449,787.80		$ 10,280,140.32		$ 11,658,634.27
Design			10	%	0.10	$ 1,244,978.78	0.10	$ 1,244,978.78	0.10	$ 1,244,978.78
Permitting			1	%	0.01	$ 124,497.88	0.01	$ 124,497.88	0.01	$ 124,497.88
Mobilization			5	%	0.05	$ 622,489.39	0.05	$ 622,489.39	0.05	$ 622,489.39
Contingency			20	%	0.20	$ 2,489,957.56	0.20	$ 2,489,957.56	0.20	$ 2,489,957.56
SUB-TOTAL						$ 4,481,923.61		$ 4,481,923.61		$ 4,481,923.61
3% Expected Increase in Costs (Inflation)						$ 507,951.34		$ 442,861.92		$ 484,216.74
TOTAL						**$ 17,439,662.75**		**$ 15,204,925.85**		**$ 16,624,774.61**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 4 - TREASURE ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	26	EA	$ 11,000.00	$ 286,000.00	$ 10,202.00	$ 265,252.00	$ 13,480.40	$ 350,490.40
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	26	EA	$ 12,100.00	$ 314,600.00	$ 11,222.20	$ 291,777.20	$ 14,828.44	$ 385,539.44
Manhole	0425 2 71	MANHOLES, J-7, <10'	10	EA	$ 24,000.00	$ 240,000.00	$ 23,759.00	$ 237,590.00	$ 26,151.80	$ 261,518.00
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'		EA	$ 19,263.35	$ -	$ 19,263.35	$ -	$ 19,263.35	$ -
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR		EA	$1,000,000.00	$ -	$ 325,861.00	$ -	$ 457,172.20	$ -
Weir Structure	-	-		EA	$ 16,271.78	$ -	$ 16,271.78	$ -	$ 16,271.78	$ -
Backflow Preventers	0430880 01	FLAP GATES, 0-24"		EA	$ 15,000.00	$ -	$ 15,000.00	$ -	$ 15,000.00	$ -
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	$ 5,174.95	$ -	$ 5,174.95	$ -	$ 5,174.95	$ -
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	1218	LF	$ 300.00	$ 365,400.00	$ 296.00	$ 360,528.00	$ 270.00	$ 328,860.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD		LF	$ 360.00	$ -	$ 355.20	$ -	$ 324.00	$ -
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"		LF	$ 710.00	$ -	$ 715.00	$ -	$ 705.00	$ -
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	1775	LF	$ 432.00	$ 766,800.00	$ 426.24	$ 756,576.00	$ 388.80	$ 690,120.00
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	988	LF	$ 640.00	$ 632,320.00	$ 889.00	$ 878,332.00	$ 720.80	$ 712,150.40
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	1574	LF	$ 580.00	$ 912,920.00	$ 1,301.00	$ 2,047,774.00	$ 756.20	$ 1,190,258.80
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	189	LF	$ 620.00	$ 117,180.00	$ 810.00	$ 153,090.00	$ 666.00	$ 125,874.00
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD		LF	$ 760.00	$ -	$ 1,084.00	$ -	$ 1,052.80	$ -
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD		LF	$ 1,400.00	$ -	$ 4,688.00	$ -	$ 2,271.60	$ -
Pipe - 72" RCP	0430175172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S/CD		LF	$ 1,680.00	$ -	$ 5,625.60	$ -	$ 2,725.92	$ -
Pump Station 1 - 60 CFS	-	PUMP STATION, ~27,000 GPM/60 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 2 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 3 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 3,635,220.00		$ 4,990,919.20		$ 4,044,811.04
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	4444	LF	$ 601.44	$ 2,672,799.36	$ 366.64	$ 1,629,348.16	$ 415.97	$ 1,848,570.68
Sub-Total (Roadway)						$ 2,672,799.36		$ 1,629,348.16		$ 1,848,570.68
Miscellaneous	FDOT Item No	FDOT Description	Count	Unit	Unit Cost	Total($)	Unit Cost	Total($)	Unit Cost	Total($)
W Treasure Drive Property	-	-		EA	$2,400,000.00	$ -	$2,400,000.00	$ -	$2,400,000.00	$ -
S Treasure Drive Property	-	-		EA	$4,400,000.00	$ -	$4,400,000.00	$ -	$4,400,000.00	$ -
Sub-Total (Miscellaneous)						$ -		$ -		$ -
SUB-TOTAL						$ 6,308,019.36		$ 6,620,267.36		$ 5,893,381.72
Design			10	%	0.10	$ 630,801.94	0.10	$ 630,801.94	0.10	$ 630,801.94
Permitting			1	%	0.01	$ 63,080.19	0.01	$ 63,080.19	0.01	$ 63,080.19
Mobilization			5	%	0.05	$ 315,400.97	0.05	$ 315,400.97	0.05	$ 315,400.97
Contingency			20	%	0.20	$ 1,261,603.87	0.20	$ 1,261,603.87	0.20	$ 1,261,603.87
SUB-TOTAL						$ 2,270,886.97		$ 2,270,886.97		$ 2,270,886.97
3% Expected Increase in Costs (Inflation)						$ 257,367.19		$ 266,734.63		$ 244,928.06
TOTAL						**$ 8,836,273.52**		**$ 9,157,888.96**		**$ 8,409,196.75**

PHASE 5 - TREASURE ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	23	EA	$ 11,000.00	$ 253,000.00	$ 10,202.00	$ 234,646.00	$ 13,480.40	$ 310,049.20
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	26	EA	$ 12,100.00	$ 314,600.00	$ 11,222.20	$ 291,777.20	$ 14,828.44	$ 385,539.44
Manhole	0425 2 71	MANHOLES, J-7, <10'	9	EA	$ 24,000.00	$ 216,000.00	$ 23,759.00	$ 213,831.00	$ 26,151.80	$ 235,366.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'		EA	$ 19,263.35	$ -	$ 19,263.35	$ -	$ 19,263.35	$ -
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR		EA	$1,000,000.00	$ -	$ 325,861.00	$ -	$ 457,172.20	$ -
Weir Structure	-	-		EA	$ 16,271.78	$ -	$ 16,271.78	$ -	$ 16,271.78	$ -
Backflow Preventers	0430880 01	FLAP GATES, 0-24"		EA	$ 15,000.00	$ -	$ 15,000.00	$ -	$ 15,000.00	$ -
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	$ 5,174.95	$ -	$ 5,174.95	$ -	$ 5,174.95	$ -
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	933	LF	$ 300.00	$ 279,900.00	$ 296.00	$ 276,168.00	$ 270.00	$ 251,910.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	127	LF	$ 360.00	$ 45,720.00	$ 355.20	$ 45,110.40	$ 324.00	$ 41,148.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"		LF	$ 710.00	$ -	$ 715.00	$ -	$ 705.00	$ -
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	1514	LF	$ 432.00	$ 654,048.00	$ 426.24	$ 645,327.36	$ 388.80	$ 588,643.20
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	1203	LF	$ 640.00	$ 769,920.00	$ 889.00	$ 1,069,467.00	$ 720.80	$ 867,122.40
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	642	LF	$ 580.00	$ 372,360.00	$ 1,301.00	$ 835,242.00	$ 756.20	$ 485,480.40
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	273	LF	$ 620.00	$ 169,260.00	$ 810.00	$ 221,130.00	$ 666.00	$ 181,818.00
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD		LF	$ 760.00	$ -	$ 1,084.00	$ -	$ 1,052.80	$ -
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD		LF	$ 1,400.00	$ -	$ 4,688.00	$ -	$ 2,271.60	$ -
Pipe - 72" RCP	0430175172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S/CD		LF	$ 1,680.00	$ -	$ 5,625.60	$ -	$ 2,725.92	$ -
Pump Station 1 - 60 CFS	-	PUMP STATION, ~27,000 GPM/60 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 2 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 3 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 3,074,808.00		$ 3,832,698.96		$ 3,347,076.84
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	4151	LF	$ 601.44	$ 2,496,577.44	$ 366.64	$ 1,521,922.64	$ 415.97	$ 1,726,691.47
Sub-Total (Roadway)						$ 2,496,577.44		$ 1,521,922.64		$ 1,726,691.47
Miscellaneous	FDOT Item No	FDOT Description	Count	Unit	Unit Cost	Total($)	Unit Cost	Total($)	Unit Cost	Total($)
W Treasure Drive Property	-	-		EA	$2,400,000.00	$ -	$2,400,000.00	$ -	$2,400,000.00	$ -
S Treasure Drive Property	-	-		EA	$4,400,000.00	$ -	$4,400,000.00	$ -	$4,400,000.00	$ -
Sub-Total (Miscellaneous)						$ -		$ -		$ -
SUB-TOTAL						$ 5,571,385.44		$ 5,354,621.60		$ 5,073,768.31
Design			10	%	0.10	$ 557,138.54	0.10	$ 557,138.54	0.10	$ 557,138.54
Permitting			1	%	0.01	$ 55,713.85	0.01	$ 55,713.85	0.01	$ 55,713.85
Mobilization			5	%	0.05	$ 278,569.27	0.05	$ 278,569.27	0.05	$ 278,569.27
Contingency			20	%	0.20	$ 1,114,277.09	0.20	$ 1,114,277.09	0.20	$ 1,114,277.09
SUB-TOTAL						$ 2,005,698.76		$ 2,005,698.76		$ 2,005,698.76
3% Expected Increase in Costs (Inflation)						$ 227,312.53		$ 220,809.61		$ 212,384.01
TOTAL						**$ 7,804,396.72**		**$ 7,581,129.97**		**$ 7,291,851.08**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 6 - TREASURE ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	8	EA	$ 11,000.00	$ 88,000.00	$ 10,202.00	$ 81,616.00	$ 13,480.40	$ 107,843.20
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	7	EA	$ 12,100.00	$ 84,700.00	$ 11,222.20	$ 78,555.40	$ 14,828.44	$ 103,799.08
Manhole	0425 2 71	MANHOLES, J-7, <10'	9	EA	$ 24,000.00	$ 216,000.00	$ 23,759.00	$ 213,831.00	$ 26,151.80	$ 235,366.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'		EA	$ 19,263.35	$ -	$ 19,263.35	$ -	$ 19,263.35	$ -
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR		EA	$1,000,000.00	$ -	$ 325,861.00	$ -	$ 457,172.20	$ -
Weir Structure	-	-		EA	$ 16,271.78	$ -	$ 16,271.78	$ -	$ 16,271.78	$ -
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	2	EA	$ 15,000.00	$ 30,000.00	$ 15,000.00	$ 30,000.00	$ 15,000.00	$ 30,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	$ 5,174.95	$ -	$ 5,174.95	$ -	$ 5,174.95	$ -
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	246	LF	$ 300.00	$ 73,800.00	$ 296.00	$ 72,816.00	$ 270.00	$ 66,420.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD		LF	$ 360.00	$ -	$ 355.20	$ -	$ 324.00	$ -
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"		LF	$ 710.00	$ -	$ 715.00	$ -	$ 705.00	$ -
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	325	LF	$ 432.00	$ 140,400.00	$ 426.24	$ 138,528.00	$ 388.80	$ 126,360.00
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD		LF	$ 640.00	$ -	$ 889.00	$ -	$ 720.80	$ -
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	482	LF	$ 580.00	$ 279,560.00	$ 1,301.00	$ 627,082.00	$ 756.20	$ 364,488.40
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	132	LF	$ 620.00	$ 81,840.00	$ 810.00	$ 106,920.00	$ 666.00	$ 87,912.00
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD		LF	$ 760.00	$ -	$ 1,084.00	$ -	$ 1,052.80	$ -
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD		LF	$ 1,400.00	$ -	$ 4,688.00	$ -	$ 2,271.60	$ -
Pipe - 72" RCP	0430175172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S/CD		LF	$ 1,680.00	$ -	$ 5,625.60	$ -	$ 2,725.92	$ -
Pump Station 1 - 60 CFS	-	PUMP STATION, ~27,000 GPM/60 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 2 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Pump Station 3 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 994,300.00		$ 1,349,348.40		$ 1,122,188.88
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	947	LF	$ 601.44	$ 569,563.68	$ 366.64	$ 347,208.08	$ 415.97	$ 393,923.59
Sub-Total (Roadway)						$ 569,563.68		$ 347,208.08		$ 393,923.59
Miscellaneous	FDOT Item No	FDOT Description	Count	Unit	Unit Cost	Total($)	Unit Cost	Total($)	Unit Cost	Total($)
W Treasure Drive Property	-	-		EA	$2,400,000.00	$ -	$2,400,000.00	$ -	$2,400,000.00	$ -
S Treasure Drive Property	-	-		EA	$4,400,000.00	$ -	$4,400,000.00	$ -	$4,400,000.00	$ -
Sub-Total (Miscellaneous)						$ -		$ -		$ -
SUB-TOTAL						$ 1,563,863.68		$ 1,696,556.48		$ 1,516,112.47
Design			10	%	0.10	$ 156,386.37	0.10	$ 156,386.37	0.10	$ 156,386.37
Permitting			1	%	0.01	$ 15,638.64	0.01	$ 15,638.64	0.01	$ 15,638.64
Mobilization			5	%	0.05	$ 78,193.18	0.05	$ 78,193.18	0.05	$ 78,193.18
Contingency			20	%	0.20	$ 312,772.74	0.20	$ 312,772.74	0.20	$ 312,772.74
SUB-TOTAL						$ 562,990.92		$ 562,990.92		$ 562,990.92
3% Expected Increase in Costs (Inflation)						$ 63,805.64		$ 67,786.42		$ 62,373.10
TOTAL						**$ 2,190,660.24**		**$ 2,327,333.83**		**$ 2,141,476.50**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

TOTAL PHASED - TREASURE ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE

Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	104	EA	$ 11,000.00	$ 1,144,000.00	$ 10,202.00	$ 1,061,008.00	$ 13,480.40	$ 1,401,961.60
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	104	EA	$ 12,100.00	$ 1,258,400.00	$ 11,222.20	$ 1,167,108.80	$ 14,828.44	$ 1,542,157.76
Manhole	0425 2 71	MANHOLES, J-7, <10'	40	EA	$ 24,000.00	$ 960,000.00	$ 23,759.00	$ 950,360.00	$ 26,151.80	$ 1,046,072.00
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	3	EA	$ 19,263.35	$ 57,790.05	$ 19,263.35	$ 57,790.05	$ 19,263.35	$ 57,790.05
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	3	EA	$1,000,000.00	$ 3,000,000.00	$ 325,861.00	$ 977,583.00	$ 457,172.20	$ 1,371,516.60
Weir Structure	-	-	3	EA	$ 16,271.78	$ 48,815.34	$ 16,271.78	$ 48,815.34	$ 16,271.78	$ 48,815.34
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	8	EA	$ 15,000.00	$ 120,000.00	$ 15,000.00	$ 120,000.00	$ 15,000.00	$ 120,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	3	EA	$ 5,174.95	$ 15,524.85	$ 5,174.95	$ 15,524.85	$ 5,174.95	$ 15,524.85
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	4224	LF	$ 300.00	$ 1,267,200.00	$ 296.00	$ 1,250,304.00	$ 270.00	$ 1,140,480.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	427	LF	$ 360.00	$ 153,720.00	$ 355.20	$ 151,670.40	$ 324.00	$ 138,348.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	284	LF	$ 710.00	$ 201,640.00	$ 715.00	$ 203,060.00	$ 705.00	$ 200,220.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	4037	LF	$ 432.00	$ 1,743,984.00	$ 426.24	$ 1,720,730.88	$ 388.80	$ 1,569,585.60
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	2819	LF	$ 640.00	$ 1,804,160.00	$ 889.00	$ 2,506,091.00	$ 720.80	$ 2,031,935.20
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	3329	LF	$ 580.00	$ 1,930,820.00	$ 1,301.00	$ 4,331,029.00	$ 756.20	$ 2,517,389.80
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	1402	LF	$ 620.00	$ 869,240.00	$ 810.00	$ 1,135,620.00	$ 666.00	$ 933,732.00
Pipe - 54" RCP	0430175154	PIPE CULVERT, OPT MATERIAL, ROUND, 54"S/CD	3055	LF	$ 760.00	$ 2,321,800.00	$ 1,084.00	$ 3,311,620.00	$ 1,052.80	$ 3,216,304.00
Pipe - 66" RCP	0430175166	PIPE CULVERT, OPT MATERIAL, ROUND, 66"S/CD	169	LF	$ 1,400.00	$ 236,600.00	$ 4,688.00	$ 792,272.00	$ 2,271.60	$ 383,900.40
Pipe - 72" RCP	0430175172	PIPE CULVERT, OPT MATERIAL, ROUND, 72"S/CD	89	LF	$ 1,680.00	$ 149,520.00	$ 5,625.60	$ 500,678.40	$ 2,725.92	$ 242,606.88
Pump Station 1 - 60 CFS	-	PUMP STATION, ~27,000 GPM/60 CFS CAPACITY	27	1K GPM	$ 270,731.40	$ 7,309,747.80	$ 195,072.31	$ 5,266,952.48	$ 257,502.07	$ 6,952,555.79
Pump Station 2 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY	40	1K GPM	$ 270,731.40	$ 10,937,548.56	$ 195,072.31	$ 7,880,921.49	$ 257,502.07	$ 10,403,083.47
Pump Station 3 - 90 CFS	-	PUMP STATION, ~40,400 GPM/90 CFS CAPACITY	40	1K GPM	$ 270,731.40	$ 10,937,548.56	$ 195,072.31	$ 7,880,921.49	$ 257,502.07	$ 10,403,083.47
Sub-Total (Stormwater)						$ 46,468,059.16		$ 41,330,061.17		$ 45,737,062.81
Roadway Elements	FDOT Item No	FDOT Description	Count	Unit	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)	Unit Cost ($)	Total($)
Roadway Raising (+/- 2FT)	-	-	15417	LF	$ 601.44	$ 9,272,400.48	$ 366.64	$ 5,652,488.88	$ 415.97	$ 6,413,009.49
Sub-Total (Roadway)						$ 9,272,400.48		$ 5,652,488.88		$ 6,413,009.49
Miscellaneous	FDOT Item No	FDOT Description	Count	Unit	Unit Cost	Total($)	Unit Cost	Total($)	Unit Cost	Total($)
W Treasure Drive Property	-	-		EA	$2,400,000.00	$ -	$2,400,000.00	$ -	$2,400,000.00	$ -
S Treasure Drive Property	-	-		EA	$4,400,000.00	$ -	$4,400,000.00	$ -	$4,400,000.00	$ -
Sub-Total (Miscellaneous)						$ -		$ -		$ -
SUB-TOTAL						$ 55,740,459.64		$ 46,982,550.05		$ 52,150,072.30
Design			10	%	0.10	$ 5,574,045.96	0.10	$ 5,574,045.96	0.10	$ 5,574,045.96
Permitting			1	%	0.01	$ 557,404.60	0.01	$ 557,404.60	0.01	$ 557,404.60
Mobilization			5	%	0.05	$ 2,787,022.98	0.05	$ 2,787,022.98	0.05	$ 2,787,022.98
Contingency			20	%	0.20	$ 11,148,091.93	0.20	$ 11,148,091.93	0.20	$ 11,148,091.93
SUB-TOTAL						$ 20,066,565.47		$ 20,066,565.47		$ 20,066,565.47
3% Expected Increase in Costs (Inflation)						$ 2,274,210.75		$ 2,011,473.47		$ 2,166,499.13
TOTAL						**$ 78,081,235.86**		**$ 69,060,588.99**		**$ 74,383,136.90**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 1 - HARBOR ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE											
Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	3	EA	$ 11,000.00	$ 33,000.00	$ 10,202.00	$ 30,606.00	$ 13,480.40	$ 40,441.20
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	3	EA	$ 12,100.00	$ 36,300.00	$ 11,222.20	$ 33,666.60	$ 14,828.44	$ 44,485.32
Manhole	0425 2 71	MANHOLES, J-7, <10'	2	EA	$ 24,000.00	$ 48,000.00	$ 23,759.00	$ 47,518.00	$ 26,151.80	$ 52,303.60
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	1	EA	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	1	EA	$1,000,000.00	$ 1,000,000.00	$ 325,861.00	$ 325,861.00	$ 457,172.20	$ 457,172.20
Weir Structure	-	-	1	EA	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	2	EA	$ 15,000.00	$ 30,000.00	$ 15,000.00	$ 30,000.00	$ 15,000.00	$ 30,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	1	EA	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	95	LF	$ 300.00	$ 28,500.00	$ 296.00	$ 28,120.00	$ 270.00	$ 25,650.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD		LF	$ 360.00	$ -	$ 355.20	$ -	$ 324.00	$ -
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	175	LF	$ 710.00	$ 124,250.00	$ 715.00	$ 125,125.00	$ 705.00	$ 123,375.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD		LF	$ 432.00	$ -	$ 426.24	$ -	$ 388.80	$ -
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	165	LF	$ 640.00	$ 105,600.00	$ 889.00	$ 146,685.00	$ 720.80	$ 118,932.00
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD		LF	$ 580.00	$ -	$ 1,301.00	$ -	$ 756.20	$ -
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	365	LF	$ 620.00	$ 226,300.00	$ 810.00	$ 295,650.00	$ 666.00	$ 243,090.00
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD	65	LF	$ 912.00	$ 59,280.00	$ 1,300.80	$ 84,552.00	$ 1,263.36	$ 82,118.40
Pump Station 1 - 40 CFS	-	PUMP STATION, ~18,000 GPM/40 CFS CAPACITY	18	1K GPM	$ 270,731.40	$ 4,873,165.20	$ 195,072.31	$ 3,511,301.65	$ 257,502.07	$ 4,635,037.19
Sub-Total (Stormwater)						$ 6,605,105.28		$ 4,699,795.33		$ 5,893,314.99
SUB-TOTAL						$ 6,605,105.28		$ 4,699,795.33		$ 5,893,314.99
Design			10	%	0.10	$ 660,510.53	0.10	$ 660,510.53	0.10	$ 660,510.53
Permitting			1	%	0.01	$ 66,051.05	0.01	$ 66,051.05	0.01	$ 66,051.05
Mobilization			5	%	0.05	$ 330,255.26	0.05	$ 330,255.26	0.05	$ 330,255.26
Contingency			20	%	0.20	$ 1,321,021.06	0.20	$ 1,321,021.06	0.20	$ 1,321,021.06
SUB-TOTAL						$ 2,377,837.90		$ 2,377,837.90		$ 2,377,837.90
3% Expected Increase in Costs (Inflation)						$ 269,488.30		$ 212,329.00		$ 248,134.59
TOTAL						**$ 9,252,431.48**		**$ 7,289,962.23**		**$ 8,519,287.48**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 2 - HARBOR ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE											
Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	8	EA	$ 11,000.00	$ 88,000.00	$ 10,202.00	$ 81,616.00	$ 13,480.40	$ 107,843.20
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	8	EA	$ 12,100.00	$ 96,800.00	$ 11,222.20	$ 89,777.60	$ 14,828.44	$ 118,627.52
Manhole	0425 2 71	MANHOLES, J-7, <10'	4	EA	$ 24,000.00	$ 96,000.00	$ 23,759.00	$ 95,036.00	$ 26,151.80	$ 104,607.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'		EA	$ 19,263.35	$ -	$ 19,263.35	$ -	$ 19,263.35	$ -
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR		EA	$1,000,000.00	$ -	$ 325,861.00	$ -	$ 457,172.20	$ -
Weir Structure	-	-		EA	$ 16,271.78	$ -	$ 16,271.78	$ -	$ 16,271.78	$ -
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	1	EA	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	$ 5,174.95	$ -	$ 5,174.95	$ -	$ 5,174.95	$ -
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD		LF	$ 300.00	$ -	$ 296.00	$ -	$ 270.00	$ -
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	12	LF	$ 360.00	$ 4,320.00	$ 355.20	$ 4,262.40	$ 324.00	$ 3,888.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"		LF	$ 710.00	$ -	$ 715.00	$ -	$ 705.00	$ -
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	366	LF	$ 432.00	$ 158,112.00	$ 426.24	$ 156,003.84	$ 388.80	$ 142,300.80
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	1002	LF	$ 640.00	$ 641,280.00	$ 889.00	$ 890,778.00	$ 720.80	$ 722,241.60
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	523	LF	$ 580.00	$ 303,340.00	$ 1,301.00	$ 680,423.00	$ 756.20	$ 395,492.60
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD		LF	$ 620.00	$ -	$ 810.00	$ -	$ 666.00	$ -
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD		LF	$ 912.00	$ -	$ 1,300.80	$ -	$ 1,263.36	$ -
Pump Station 1 - 40 CFS	-	PUMP STATION, ~18,000 GPM/40 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 1,402,852.00		$ 2,012,896.84		$ 1,610,000.92
SUB-TOTAL						$ 1,402,852.00		$ 2,012,896.84		$ 1,610,000.92
Design			10	%	0.10	$ 140,285.20	0.10	$ 140,285.20	0.10	$ 140,285.20
Permitting			1	%	0.01	$ 14,028.52	0.01	$ 14,028.52	0.01	$ 14,028.52
Mobilization			5	%	0.05	$ 70,142.60	0.05	$ 70,142.60	0.05	$ 70,142.60
Contingency			20	%	0.20	$ 280,570.40	0.20	$ 280,570.40	0.20	$ 280,570.40
SUB-TOTAL						$ 505,026.72		$ 505,026.72		$ 505,026.72
3% Expected Increase in Costs (Inflation)						$ 57,236.36		$ 75,537.71		$ 63,450.83
TOTAL						**$ 1,965,115.08**		**$ 2,593,461.27**		**$ 2,178,478.47**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

PHASE 3 - HARBOR ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE											
Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	8	EA	$ 11,000.00	$ 88,000.00	$ 10,202.00	$ 81,616.00	$ 13,480.40	$ 107,843.20
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	8	EA	$ 12,100.00	$ 96,800.00	$ 11,222.20	$ 89,777.60	$ 14,828.44	$ 118,627.52
Manhole	0425 2 71	MANHOLES, J-7, <10'	4	EA	$ 24,000.00	$ 96,000.00	$ 23,759.00	$ 95,036.00	$ 26,151.80	$ 104,607.20
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'		EA	$ 19,263.35	$ -	$ 19,263.35	$ -	$ 19,263.35	$ -
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR		EA	$1,000,000.00	$ -	$ 325,861.00	$ -	$ 457,172.20	$ -
Weir Structure	-	-		EA	$ 16,271.78	$ -	$ 16,271.78	$ -	$ 16,271.78	$ -
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	3	EA	$ 15,000.00	$ 45,000.00	$ 15,000.00	$ 45,000.00	$ 15,000.00	$ 45,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND		EA	$ 5,174.95	$ -	$ 5,174.95	$ -	$ 5,174.95	$ -
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD		LF	$ 300.00	$ -	$ 296.00	$ -	$ 270.00	$ -
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	78	LF	$ 360.00	$ 28,080.00	$ 355.20	$ 27,705.60	$ 324.00	$ 25,272.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"		LF	$ 710.00	$ -	$ 715.00	$ -	$ 705.00	$ -
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	597	LF	$ 432.00	$ 257,904.00	$ 426.24	$ 254,465.28	$ 388.80	$ 232,113.60
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	798	LF	$ 640.00	$ 510,720.00	$ 889.00	$ 709,422.00	$ 720.80	$ 575,198.40
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD		LF	$ 580.00	$ -	$ 1,301.00	$ -	$ 756.20	$ -
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD		LF	$ 620.00	$ -	$ 810.00	$ -	$ 666.00	$ -
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD		LF	$ 912.00	$ -	$ 1,300.80	$ -	$ 1,263.36	$ -
Pump Station 1 - 40 CFS	-	PUMP STATION, ~18,000 GPM/40 CFS CAPACITY		1K GPM	$ 270,731.40	$ -	$ 195,072.31	$ -	$ 257,502.07	$ -
Sub-Total (Stormwater)						$ 1,122,504.00		$ 1,303,022.48		$ 1,208,661.92
SUB-TOTAL						$ 1,122,504.00		$ 1,303,022.48		$ 1,208,661.92
Design			10	%	0.10	$ 112,250.40	0.10	$ 112,250.40	0.10	$ 112,250.40
Permitting			1	%	0.01	$ 11,225.04	0.01	$ 11,225.04	0.01	$ 11,225.04
Mobilization			5	%	0.05	$ 56,125.20	0.05	$ 56,125.20	0.05	$ 56,125.20
Contingency			20	%	0.20	$ 224,500.80	0.20	$ 224,500.80	0.20	$ 224,500.80
SUB-TOTAL						$ 404,101.44		$ 404,101.44		$ 404,101.44
3% Expected Increase in Costs (Inflation)						$ 45,798.16		$ 51,213.72		$ 48,382.90
TOTAL						**$ 1,572,403.60**		**$ 1,758,337.64**		**$ 1,661,146.26**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

TOTAL PHASED - HARBOR ISLAND - PROPOSED IMPROVEMENTS - CONSTRUCTION COST ESTIMATE											
Stormwater Infrastructure	FDOT Item No	FDOT Description	Count	Unit	* Highest		* Lowest		* Average	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Grate Inlet	0425 1543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	19	EA	$ 11,000.00	$ 209,000.00	$ 10,202.00	$ 193,838.00	$ 13,480.40	$ 256,127.60
Grate Inlet	0425 1553	INLETS, DT BOT, TYPE E, J BOT, <10'	19	EA	$ 12,100.00	$ 229,900.00	$ 11,222.20	$ 213,221.80	$ 14,828.44	$ 281,740.36
Manhole	0425 2 71	MANHOLES, J-7, <10'	10	EA	$ 24,000.00	$ 240,000.00	$ 23,759.00	$ 237,590.00	$ 26,151.80	$ 261,518.00
Energy Dissipator Structure	0425 2 72	MANHOLES, J-7, >10'	1	EA	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35	$ 19,263.35
Vortex Separator Structure	-	HYDRODYNAMIC SEPARATOR	1	EA	$1,000,000.00	$ 1,000,000.00	$ 325,861.00	$ 325,861.00	$ 457,172.20	$ 457,172.20
Weir Structure	-	-	1	EA	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78	$ 16,271.78
Backflow Preventers	0430880 01	FLAP GATES, 0-24"	6	EA	$ 15,000.00	$ 90,000.00	$ 15,000.00	$ 90,000.00	$ 15,000.00	$ 90,000.00
Outfall Structure	0430524100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	1	EA	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95	$ 5,174.95
Pipe - 18" RCP	0430175118	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18"S/CD	95	LF	$ 300.00	$ 28,500.00	$ 296.00	$ 28,120.00	$ 270.00	$ 25,650.00
Pipe - 24" RCP	0430175124	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24"S/CD	90	LF	$ 360.00	$ 32,400.00	$ 355.20	$ 31,968.00	$ 324.00	$ 29,160.00
Pipe - 24" DIP	1050 51224	UTILITY PIPE- DUCTILE IRON/CAST IRON, FURNISH & INSTALL, WATER/SEWER, 24"	175	LF	$ 710.00	$ 124,250.00	$ 715.00	$ 125,125.00	$ 705.00	$ 123,375.00
Pipe - 30" RCP	0430175130	PIPE CULVERT, OPT MATERIAL, ROUND, 30"S/CD	963	LF	$ 432.00	$ 416,016.00	$ 426.24	$ 410,469.12	$ 388.80	$ 374,414.40
Pipe - 36" RCP	0430175136	PIPE CULVERT, OPT MATERIAL, ROUND, 36"S/CD	1965	LF	$ 640.00	$ 1,257,600.00	$ 889.00	$ 1,746,885.00	$ 720.80	$ 1,416,372.00
Pipe - 42" RCP	0430175142	PIPE CULVERT, OPT MATERIAL, ROUND, 42"S/CD	523	LF	$ 580.00	$ 303,340.00	$ 1,301.00	$ 680,423.00	$ 756.20	$ 395,492.60
Pipe - 48" RCP	0430175148	PIPE CULVERT, OPT MATERIAL, ROUND, 48"S/CD	365	LF	$ 620.00	$ 226,300.00	$ 810.00	$ 295,650.00	$ 666.00	$ 243,090.00
Pipe - 60" RCP	0430175160	PIPE CULVERT, OPT MATERIAL, ROUND, 60"S/CD	65	LF	$ 912.00	$ 59,280.00	$ 1,300.80	$ 84,552.00	$ 1,263.36	$ 82,118.40
Pump Station 1 - 40 CFS	-	PUMP STATION, ~18,000 GPM/40 CFS CAPACITY	18	1K GPM	$ 270,731.40	$ 4,873,165.20	$ 195,072.31	$ 3,511,301.65	$ 257,502.07	$ 4,635,037.19
Sub-Total (Stormwater)						$ 9,130,461.28		$ 8,015,714.65		$ 8,711,977.83
SUB-TOTAL						$ 9,130,461.28		$ 8,015,714.65		$ 8,711,977.83
Design			10	%	0.10	$ 913,046.13	0.10	$ 913,046.13	0.10	$ 913,046.13
Permitting			1	%	0.01	$ 91,304.61	0.01	$ 91,304.61	0.01	$ 91,304.61
Mobilization			5	%	0.05	$ 456,523.06	0.05	$ 456,523.06	0.05	$ 456,523.06
Contingency			20	%	0.20	$ 1,826,092.26	0.20	$ 1,826,092.26	0.20	$ 1,826,092.26
SUB-TOTAL						$ 3,286,966.06		$ 3,286,966.06		$ 3,286,966.06
3% Expected Increase in Costs (Inflation)						$ 372,522.82		$ 339,080.42		$ 359,968.32
TOTAL						**$ 12,789,950.16**		**$ 11,641,761.14**		**$ 12,358,912.21**

* The majority of the unit costs presented are based on the Bid Comparison for North Bay Island Phase 1 Stormwater Improvement Project. However, not all values were sourced from this bid; some were supplemented using FDOT historical cost data and RSMeans.

“DESIGN CRITERIA PROFESSIONAL SERVICES

FOR TREASURE ISLAND STORMWATER UTILITY AND RIGHT-OF-WAY IMPROVEMENTS”

SECTION 2.0 - SERVICES NEEDED BY THE VILLAGE

2.1 GENERAL BACKGROUND

North Bay Village is a coastal island community located in Biscayne Bay between the City of Miami and Miami Beach. The Village consists of three islands: North Bay Island, Harbor Island, and Treasure Island. Due to its low-lying topography and location in Biscayne Bay, the Village is vulnerable to flooding resulting from intense rainfall events, tidal influences, storm surge, elevated groundwater conditions, aging infrastructure, and projected sea level rise.

The Village owns, operates, and maintains a municipal stormwater management system consisting of drainage infrastructure, drainage wells, pump stations, outfalls, stormwater conveyance facilities, and associated rights-of-way improvements. Maintaining and improving this infrastructure is critical to protecting public safety, preserving property, supporting economic vitality, and enhancing community resiliency.

To better understand and address these challenges, the Village commissioned a Stormwater Master Plan prepared by BCC Engineering in June 2022. The Stormwater Master Plan evaluated existing drainage conditions, identified flooding vulnerabilities throughout the Village, developed hydraulic and hydrologic analyses, and established recommended capital improvements intended to enhance flood protection and long-term resiliency.

Treasure Island has been identified as one of the Village's priority drainage basins due to recurring flooding concerns, aging infrastructure, low roadway elevations, and its vulnerability to future sea level rise. The Village intends to implement a comprehensive stormwater and roadway improvement program within Treasure Island that will enhance system performance, improve neighborhood resiliency, and improve the overall quality of life for residents and visitors.

The Village reserves the right to accept or reject any or all Statements of Qualifications based upon its evaluation and deliberations. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience, qualifications, and quality of performance of each Consultant, including principals, project managers, key personnel, and proposed subconsultants.

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The Village also reserves the right to waive minor irregularities in the Statements of Qualifications (e.g., minor formatting deviations, typographical errors, or missing non-material administrative forms).

Procurement Note on Conflict of Interest: BCC Engineering, having authored the June 2022 Stormwater Master Plan referenced herein, is excluded from participating as a prime consultant or subconsultant for this project to ensure a fair and competitive procurement process.

2.2 SCOPE OF SERVICES

2.2.1 Project Objective and Intent

This RFQ is being issued to obtain Statements of Qualifications from qualified and experienced engineering firms to provide professional design services for the implementation of stormwater, roadway, resiliency, and related right-of-way improvements within the Treasure Island neighborhood of North Bay Village. The selected Consultant shall provide all professional services necessary to advance the project from design through construction and shall work under the direction of the Village's Capital Improvements Director and the Chief Resilience Officer.

The Village's stormwater management system represents a critical public asset requiring continuous investment to maintain reliable service, protect public and private property, and improve the community's resilience to existing and future flooding conditions. The Village further seeks transformative, implementation-ready solutions that maximize resilience benefits while minimizing lifecycle costs, construction impacts, project fragmentation, and disruption to residents and businesses. The Village encourages innovative approaches that integrate stormwater management, utility coordination, and environmental enhancement into a cohesive infrastructure program.

The North Bay Village Stormwater Master Plan and related studies are being provided as reference documents to establish the Village's existing understanding of drainage conditions, flooding vulnerabilities, and potential improvement strategies. The Village is not seeking a validation, update, or endorsement of the recommendations contained within those documents. Rather, the Village seeks a Consultant with the vision, technical expertise, and creativity to develop innovative and practical solutions that advance the Village's resiliency goals and address the unique challenges facing Treasure Island.

2.2.2 Infrastructure Planning Coordination

The Village is concurrently evaluating its water distribution and wastewater collection systems through a comprehensive Water and Wastewater Assessment and Master Planning

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effort. The Consultant shall coordinate with the findings and recommendations of these planning initiatives and evaluate opportunities to integrate, sequence, and optimize infrastructure improvements wherever practical. Particular consideration shall be given to identifying water, wastewater, and stormwater improvements that may be constructed concurrently in order to reduce lifecycle costs, minimize impacts to residents and businesses, improve constructability, and maximize the long-term effectiveness of the Village's capital improvement investments.

The Village expects consultants to employ a resilience-first approach throughout project development. Resilience, adaptation to current and future flooding conditions, and long-term infrastructure sustainability shall serve as foundational design objectives rather than secondary project considerations.

Nature-based solutions, green infrastructure, and hybrid gray-green infrastructure strategies shall be evaluated as integral components of the design process and not merely as optional enhancements. Proposers shall demonstrate how such approaches can contribute to flood risk reduction, water quality improvement, urban heat mitigation, ecological enhancement, public realm activation, and long-term climate adaptation.

Where nature-based or hybrid solutions are determined to be infeasible, the Consultant shall provide technical justification documenting alternatives evaluated and constraints limiting implementation.

The Consultant shall identify opportunities to consolidate infrastructure improvements into strategically coordinated implementation programs that maximize resilience outcomes while minimizing construction mobilizations, permitting complexity, utility conflicts, repeated roadway reconstruction, and disruption to residents and businesses.

The Village is not seeking a validation or replication of previous conceptual implementation strategies. Rather, the Village seeks innovative, technically sound, and cost-effective solutions that improve project delivery efficiency, accelerate resilience benefits, and maximize the return on public investment.

The Consultant shall build upon the foundation established by the Stormwater Master Plan while exercising professional judgment to identify opportunities for refinement, optimization, and innovation that are technically sound, cost-effective, maintainable, and appropriate for implementation within a developed coastal community.

2.2.3 Core Project Components

The Project scope may include, but is not limited to, the following elements:

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- **Phasing & Implementation:** Development of implementation strategies and construction phasing that consider funding availability, constructability, community impacts, and operational requirements, resilience benefits, and long-term lifecycle costs.

  The Consultant shall critically evaluate alternative implementation approaches and recommend a streamlined delivery strategy that reduces project fragmentation, minimizes the number of independent construction phases where practical, and accelerates the delivery of community resilience benefits.

  The Consultant shall prepare a Phasing Optimization Analysis comparing alternative implementation scenarios and identifying the approach that provides the greatest overall value based on resilience outcomes, constructability, schedule, funding opportunities, lifecycle costs, and community impacts.

- **Stormwater Infrastructure:** Improvements to stormwater collection, conveyance, treatment, storage, and disposal infrastructure, including drainage wells, pump stations, outfalls, backflow prevention devices, and associated facilities.
- **Roadway & Right-of-Way:** Roadway reconstruction, resurfacing, roadway elevation improvements, and associated right-of-way enhancements.
- **Streetscape & Utility Coordination:** Sidewalk, ADA compliance, curb and gutter, utility coordination, traffic calming, lighting, landscaping, irrigation, and streetscape improvements necessary to support the overall project objectives.
- **Green Infrastructure:** Design and implementation of green infrastructure and public-realm improvements within Village rights-of-way and other publicly owned spaces. These enhancements may include bioswales, permeable surfaces, urban greening, shade trees, landscape features, pedestrian mobility improvements, traffic calming elements, and other sustainable practices that support stormwater management, water-quality improvement, and neighborhood resilience. Improvements should be strategically located to maximize environmental benefit, enhance walkability, and provide community value within the compact scale of North Bay Village.

- **Stormwater Park Integration:** Evaluation, master planning, and engineering design for a dedicated, Village-owned parcel of land earmarked for the development of a neighborhood stormwater park. The Consultant shall design this multi-functional public space to seamlessly combine structural and nature-based stormwater

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management infrastructure (such as retention, detention, or bioswales) with recreational amenities, environmental benefits, and community gathering opportunities.

The designated parcel is located at 7560 West Treasure Drive and encompasses approximately 0.19 acres. Existing boundary surveys and environmental assessments for this parcel, if available, will be provided to the selected Consultant.

Roadway elevations, drainage infrastructure, and associated improvements shall be designed to account for projected future conditions, including sea level rise, groundwater influences, tidal flooding, storm surge, and future rainfall conditions identified in the Stormwater Master Plan. Particular attention shall be given to maintaining access, minimizing impacts to adjacent properties, and enhancing overall neighborhood connectivity and functionality.

2.2.4 Phased Engineering and Construction Support Services

The Consultant shall provide all engineering, surveying, geotechnical, environmental, permitting, utility coordination, public involvement, bidding support, grant support, and construction administration services necessary to develop a fully permitted, construction-ready project. Deliverables shall include complete plans, specifications, engineer's estimates, bid documents, permit applications, permit responses, and all supporting documentation required for procurement and implementation of the project. As part of the design effort, the Consultant shall prepare construction cost estimates, evaluate implementation strategies, identify opportunities to leverage grant and resiliency funding, and develop recommendations that balance resiliency, sustainability, constructability, maintainability, community impacts, and long-term lifecycle costs.

The Consultant shall assist the Village throughout procurement and construction and shall serve as the Village's Engineer of Record during construction, providing engineering support, review of contractor submittals, responses to requests for information, evaluation of change orders, construction observations, record drawing review, and project closeout services.

The Village is seeking a Consultant with demonstrated experience in coastal stormwater management, roadway and utility design, green infrastructure, sea level rise adaptation, resiliency planning, and implementation of complex infrastructure improvements within developed urban environments. The selected Consultant shall possess the vision, expertise, and creativity necessary to develop practical and implementable solutions that advance the recommendations of the Stormwater Master Plan while helping Treasure Island and North Bay Village combat chronic flooding, enhance sustainability, and become a more resilient waterfront community.

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ITEM NO. 14.F

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY: Mayor Rachel Streitfeld

SUBJECT: Discussion on the Solid Waste Service Alternatives and Recommendations from the Sustainability and Resiliency Task Force - Sponsored by Mayor Rachel Streitfeld

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RECOMMENDATION

BACKGROUND AND ANALYSIS

North Bay Village is reviewing long-term options for its solid waste services. The Sustainability & Resiliency Task Force (SRTF) prepared an informational presentation that summarizes current countywide waste conditions and outlines potential approaches the Village may consider.

The presentation notes that Miami Dade County has high per capita waste generation, low recycling participation, and increasing landfill pressures due to the loss of incineration capacity. These regional conditions may influence how NBV structures its future collection and disposal services. The Task Force materials introduce concepts such as Pay as You Throw (PAYT), improved diversion of organics and recyclables, and the possibility of issuing three separate RFPs one each for landfill collection, recycling, and composting, to evaluate service models and vendor capabilities. These concepts are presented as options for discussion. The materials also include operational considerations such as contamination rates, tonnage-based fees, contractor requirements, and potential approaches for multifamily service, all for Commission review and discussion.

Public Works has an essential role in evaluating how any potential changes could affect staffing, existing service levels, equipment, and continuity of operations. The intent of bringing this item forward is to allow the Commission, Public Works, and the Task Force to discuss the available information together, identify areas where further analysis is needed, and provide direction to staff on next steps.

Sustainability & Resiliency Task Force Recommendation:

The Sustainability and Resilience Task Force unanimously recommended that the Village Commission consider a three-RFP approach for waste and recycling services, with the Task Force's participation in the draft review and selection process.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
NBV Waste System Recommendation - simplified.pdf

A Better Waste Strategy for North Bay Village

Recommendation by the NBV
Sustainability & Resiliency Task Force

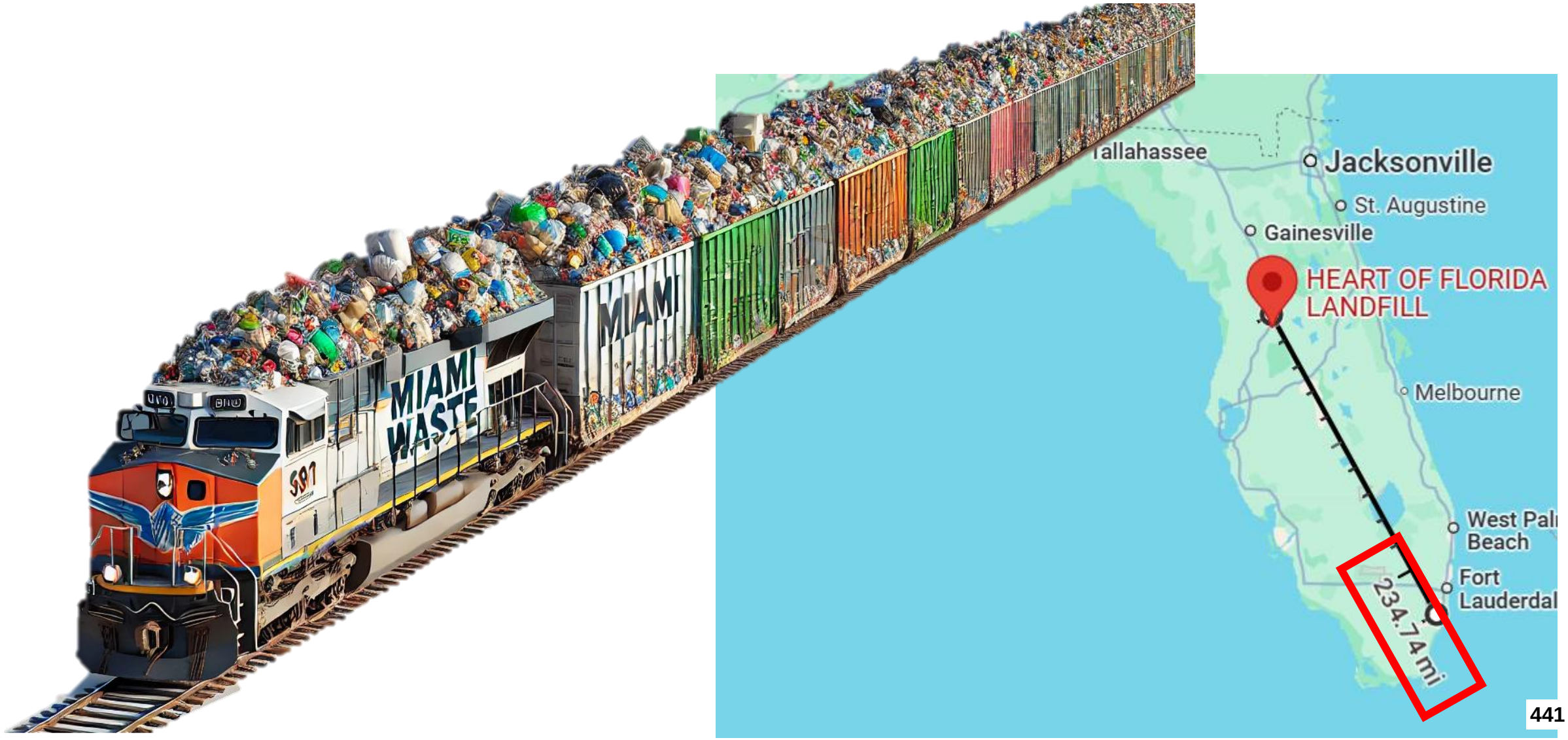
Miami-Dade County has a waste crisis

- Miami-Dade generates 8.41 pounds per capita per day
  2x the US national average, 8x the worldwide average
- 69% was LANDFILLED
  County landfills will be at full by 2029
- 19% was RECYCLED
  40% contamination (trash, food and plastic bags)
- 0% was COMPOSTED

Those numbers SHOULD be flipped around!

Source: 2020 FLORIDA DEP –MIAMI-DADE COUNTY OVERVIEW REPORT
https://floridadep.gov/sites/default/files/Miami_Dade_2020.pdf

What is the County solution? TRASH TRAINS to Orlando !



Improve NBV Waste Stream in 3 steps

Step 1: Implement "Save-As-You-Throw" in next landfill contract *to align the household, the Village, and the hauler around reduction and diversion.*

Step 2: Add optional Composting *to divert organics (food / yard)*

Step 3: Fix Recycling *weak participation and high contamination*

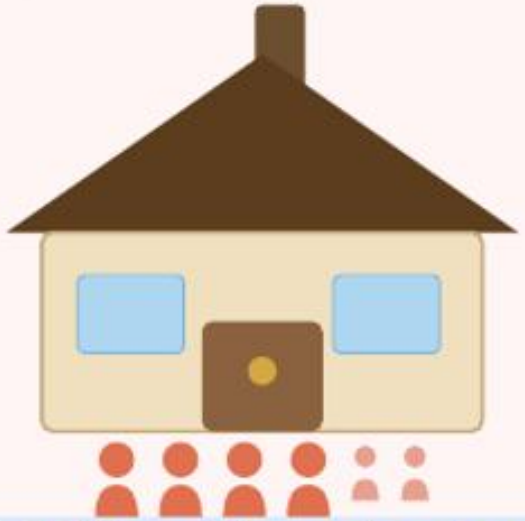
These strategies are not new – just new for us

(and are recommended by the EPA)

We don't charge a flat rate for electricity, so why charge a flat rate for trash?

SCENARIO 1 Traditional flat rate — everyone pays the same regardless of usage

Large home
Family of 6 · Thermostat at 68°F



🌡 68°F — AC running hard

$200/mo

=

SAME BILL
× UNFAIR

Small home
Couple of 2 · Thermostat at 72°F



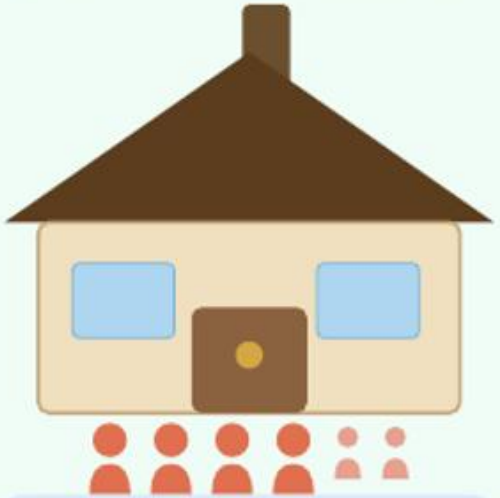
🌡 72°F — light usage

$200/mo

↓ Now apply the same logic to trash collection ↓

SCENARIO 2 **Pay by usage — you pay for what you actually consume**

Large home
Family of 6 · Thermostat at 68°F



🌡 68°F — high usage

$200/mo

≠

FAIR BILLS ✓ MAKES SENSE

Small home
Couple of 2 · Thermostat at 72°F



🌡 72°F — light usage

$90/mo

Just like electricity, water, fuel, cell phone based, we should pay for landfill by usage

STEP 1: Implement "Save-As-You-Throw" in a landfill contract

- Residents pick their cart size – 96-gallon tote (current), 64-gallon, 32-gallon
- Residents pick collection frequency - 2x Week (current), Weekly, Bi-weekly

EXAMPLE 1 — CURRENT

Large cart, picked up twice a week

Cart size
96-gallon (large)

Pickup frequency
2× per week

MONTHLY RATE
landfill only
$60/mo

EXAMPLE 2 — RIGHT-SIZED

Medium cart, picked up every other week

Cart size
64-gallon (medium)

Pickup frequency
Every other week

MONTHLY RATE
landfill only
$23/mo

NOTE: Condos and businesses already work this way — pick a dumpster size and frequency. We're simply bringing the same logic to single-family homes.

STEP 2: Add optional Composting Service as a choice for food waste

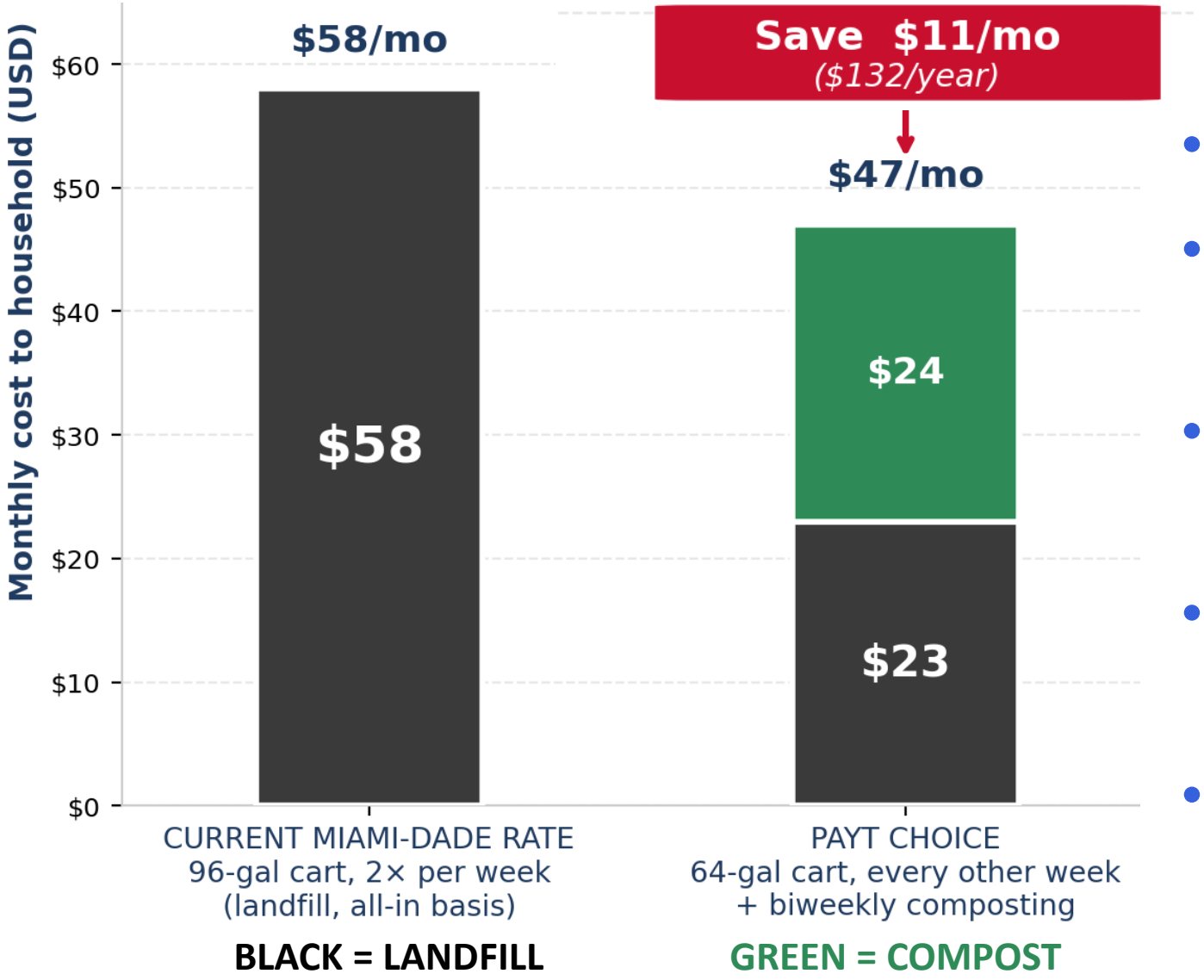


- Organics make up 35-40% of the waste stream
- Wet Organics weigh 4-10x more than dry garbage
  (we pay for disposal by the ton!)
- Wet Organics drip gross leachate on the street
  (which goes into the bay)
- Sealed containers means no smell or critters

There is no reason to throw organics in a landfill.!.

In this strategy, doing the right thing SAVES Residents and NBV money.

(Financials below are estimates)



- The household saves $11/mo
- 35% of waste is diverted from the landfill
- The Village saves on tipping fees (organics are 4-10x heavier)
- Slows long-term cost increases for landfill
- Cleaner streets

STEP 3: Fix Recycling and prove that the material reaches the MERF

NOTE: If Village staff continues hauling anything, the Task Force recommends they run recycling — not landfill — because that's where accountability matters most.



This is a RECYCLING dumpster!!

- **Properly Label bins and dumpsters**
- **Audit for Contamination (visual or camera)**
- **Require Chain of Custody to ensure trucks go to MERF**
- **Digitize and track usage on a public facing website – TRANSPARENCY BUILDS TRUST**
- **Consider cardboard bailers for multi-family, as it solves a serious space problem/**

THE OPEN QUESTION:

Do we Privatize everything, or keep village sanitation staff?

IMPORTANT NOTE: Recycling trucks carry commodities, not solid waste — they don't face the same environmental controls or storage requirements as landfill trucks.

If we keep village staff, have them handle recycling - The regulatory burden is lighter, the storage requirements are simpler, and the Village retains direct control over the one stream where chain of custody matters most."

What we are asking the Commission to approve:

1. **Direct staff to develop LANDFILL RFP with SAVE-AS-YOU-THROW pricing matrix**
   - Tipping fees passed through by the ton (so NBV saves money)
   - Include composting carve-out that allows source-separated organics
   - Include piggyback language (Florida §287.042) to enable regional adoption (consider partnering with other municipalities)

2. **Direct staff to develop RFP for Composting with Matrix pricing**
   - Welcomes local/regional composting startups
   - Finished compost returned to Village for parks, ROW, resident giveaway

3. **Direct staff to implement fixes to Recycling**
   - Decide whether we have existing staff run recycling or privatize
   - If we privatize, include stricter requirements in RFP

4. **Include the Sustainability & Resiliency Task Force to review draft RFPs and participate in vendor RFP scoring.**

ITEM NO. 14.G

North Bay Village
Recommendation Memorandum

DATE: June 29, 2026

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

FROM: Alba L. Chang, Village Clerk

SPONSORED BY:

SUBJECT: Discussion on Establishing a Green Infrastructure Policy

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RECOMMENDATION

BACKGROUND AND ANALYSIS

The proposed policy would update the Village Code to strengthen resilience, stormwater management, and climate adaptation practices by requiring the integration of Green Stormwater Infrastructure (GSI) and Low Impact Development (LID) strategies into all Village infrastructure projects.

The policy introduces updated definitions, including Chief Resilience Officer, Capital Improvement Project, Nature-Based Solutions, and nationally recognized sustainability rating systems. It establishes §53.116, which requires all Village infrastructure projects to incorporate GSI and LID to the maximum extent practicable, reduce stormwater runoff, improve water quality, and preserve natural drainage patterns. Each infrastructure project must include a Stormwater Management Plan demonstrating regulatory compliance, water quality treatment measures, and long-term maintenance provisions. The policy also requires the Village to track GSI implementation, stormwater performance, and resilience outcomes to support reporting and funding eligibility. The policy formalizes the coordinating role of the Chief Resilience Officer in procurement and design processes, ensuring that resilience, sustainability, and stormwater considerations are integrated early in planning and design across all infrastructure-related activities and consultant engagements.

Sustainability and Resilience Task Force Recommendation:
At its May 26, 2026 meeting, the Sustainability & Resilience Task Force reviewed the proposed Green Infrastructure Policy and unanimously recommended its approval by the Village Commission.

BUDGETARY/FINANCIAL IMPACT (Finance Dept.)
TBD

PERSONNEL IMPACT
None

ATTACHMENTS
Green Stormwater Infrastructure Policy Discussion.pdf
Green Infrastructure Policy-Final.docx
SRTF 05.26.2026 Draft Minutes.pdf

NORTH BAY VILLAGE
EST. 1945

Green Stormwater Infrastructure Policy Discussion

Presenter: Christina Viala, Chief Resilience Officer

June 29th, 2026

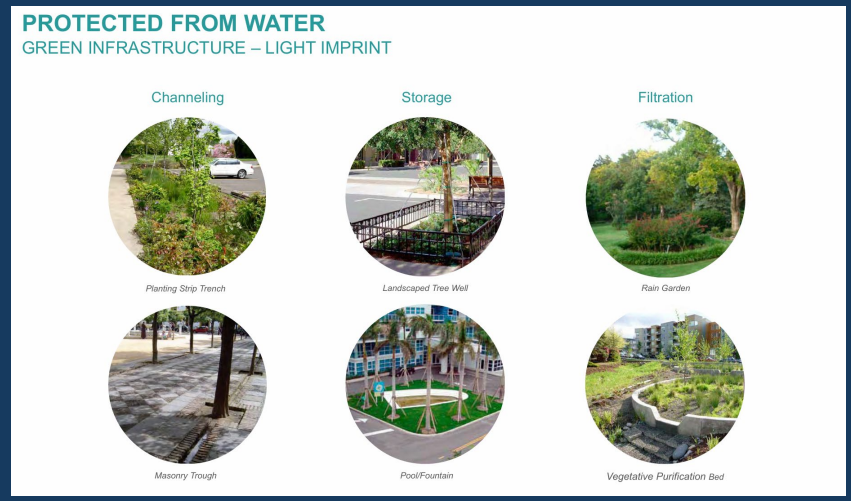
Why use Green Stormwater Infrastructure?

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- Water quality improvement
- Less runoff to Biscayne Bay
- Cooler neighborhoods via shade + evapotranspiration
- Better groundwater recharge
- Health & ecosystem benefits

Practices NBV Can Use

- Permeable pavement (parking bays, paths)
- Bioretention / bioswales / rain gardens
- Stormwater planters
- Subsurface infiltration / storage
- Tree canopy & enhanced tree trenches
- Rainwater harvesting (cisterns, barrels)
- Green roofs / blue-green roofs
- Floating wetlands for appropriate water bodies



Consistent with Village Plans

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NBV 100

Vulnerability Assessment and Adaptation Plan

Stormwater Masterplan

Consistent with Regional Leaders

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Miami Dade County: Adopted the **Envision Sustainable Infrastructure Rating System** for County-funded infrastructure projects.

City of Miami: Requires capital projects addressing stormwater or flooding to consider: Nature-based solutions, **Envision/WEDG** certification, landscape architect with nature-based solutions experience

Miami Beach identified benefits including Water quality improvement, Flood mitigation support, Urban heat reduction, Tree canopy enhancement, **Biscayne Bay protection**

Key Elements of The Policy

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- Applies exclusively to Village-managed or Village-funded infrastructure projects
- Adds clear definitions (CRO, CIP, Nature-Based Solutions, etc.) to support consistent implementation
- GSI/LID required in all Village capital projects (foundational expectation)
- Stormwater Management Plan becomes standard practice (modeling, water-quality treatment, O&M)
- Establishes certification pathways: Envision, SITES, LEED, WEDG, or documented equivalency
- CRO (or designee) participates in CIP planning, scopes, RFQs/RFPs/ITBs, and design criteria
- Encourages visible demonstration projects in parks, streets, and public facilities
- Requires maintenance, inspections, and asset-management tracking to support performance and grants

Discussion

Let’s establish GSI/LID as the standard for Village capital projects!

Thank you.

◈ 1. ADD NEW DEFINITIONS (Amend § 53.103)

Chief Resilience Officer (CRO) means the Village official or designee responsible for resilience planning, sustainability initiatives, climate adaptation coordination, floodplain management, sea level rise planning, and related intergovernmental coordination activities.

Capital Improvement Project (CIP Project) means any Village-funded or Village-managed public infrastructure project included within the Village's Capital Improvement Program.

Nature-Based Solutions means infrastructure, landscape, ecological, or engineering approaches that utilize natural systems or processes to reduce flooding, improve water quality, manage stormwater, increase resilience, or provide environmental and community benefits.

Envision Rating System means a sustainability and resilience framework developed by the Institute for Sustainable Infrastructure used to evaluate and certify the sustainability of civil infrastructure projects across quality of life, leadership, resource allocation, natural world, and climate and resilience categories.

WEDG (Waterfront Edge Design Guidelines) means a rating system and set of guidelines that promote resilient, ecological, and publicly accessible waterfront design, developed by the Waterfront Alliance.

◈ 2. NEW SECTION (CIP-FOCUSED)

§ 53.116 – Green Stormwater Infrastructure Requirements for Capital Improvement Projects

(A) Intent

To enhance flood resilience, improve water quality, and protect Biscayne Bay by requiring the integration of Green Stormwater Infrastructure (GSI) and Low Impact Development (LID) strategies into Village Capital Improvement Projects.

(B) Applicability

This section shall apply exclusively to all Capital Improvement Projects (CIP) undertaken, funded, or managed by the Village.

(C) Required Integration of Green Stormwater Infrastructure

All Capital Improvement Projects shall:

1. Incorporate Green Stormwater Infrastructure (GSI) and Low Impact Development (LID) strategies to the maximum extent practicable.
2. Minimize stormwater runoff volume and pollutant discharge
3. Reduce impervious surfaces where feasible
4. Preserve or enhance natural drainage patterns where practicable

(D) Stormwater Management Plan Requirement

All Capital Improvement Projects shall include a Stormwater Management Plan demonstrating:

- Compliance with applicable FDEP, Miami-Dade County, and Village requirements
- Integration of GSI and LID strategies
- Water quality treatment measures
- Operation and maintenance provisions

(E) Public Infrastructure as Demonstration Projects

Capital Improvement Projects shall, where feasible:

- Integrate stormwater BMPs into:
    - Streets and rights-of-way
    - Parks and open space
    - Public buildings and facilities
    - Waterfront areas
- Serve as demonstration projects to promote public awareness and private-sector adoption

(F) Sustainability and Resilience Certification Requirement

All applicable Capital Improvement Projects shall be designed to achieve certification under one of the following rating systems, as appropriate to project type:

- Envision (infrastructure projects)
- LEED (vertical construction)
- SITES (parks and landscape projects)

- WEDG (waterfront projects)

The Village Manager or designee may establish minimum certification thresholds or allow documented equivalency where certification is not feasible.

(G) Maintenance and Performance

All Green Stormwater Infrastructure and stormwater BMPs implemented through Capital Improvement Projects shall:

- Be maintained by the Village or designated entity
- Be incorporated into asset management or maintenance programs
- Be subject to periodic inspection to ensure performance

(H) Data Tracking and Reporting

The Village shall:

- Track the implementation of GSI across Capital Improvement Projects
- Maintain records to support:
    - Stormwater performance
    - Water quality improvements
    - Resilience outcomes
- Use this data to support grant funding, reporting, and sustainability certifications

(I) Procurement and Design Coordination.

The Chief Resilience Officer or designee shall coordinate with relevant Village departments, consultants, and design professionals throughout CIP planning, procurement, and design to identify feasible resilience, sustainability, and green infrastructure opportunities, and shall participate in the development and review of RFQs, RFPs, ITBs, scopes of work, design criteria packages, and related procurement or design documents involving resilience, stormwater management, sustainability, or infrastructure adaptation.

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SUSTAINABILITY AND RESILIENCY TASK FORCE
VIRTUAL MEETING MINUTES
TUESDAY, May 26, 2026, | 6:30 P.M.
MEETING ID: 848 8743 1382

1. Call to Order / Roll Call:

a. Chair Alisha Graham called the virtual meeting to order at 6:33 p.m.

b. Roll Call

i. **Board Members Present:**

1. Board Member Alisha Graham
2. Board Member (new) Jessica Alessio
3. Board Member David Doebler
4. Board Member Oliver Pfeffer (joined late)
5. Board Member Brenda Krebs

ii. Village Staff Present:

1. Rachel Streitfeld, Mayor
2. Johnny Saavedra, Chief Information Officer
3. Alba Chang, Village Clerk
4. Jenice Rosado, Deputy Village Manager
5. Christina Viala, Chief Resiliency Officer

iii. Additional Participants: None

1A. Oath of Office to New Task Force Member.

Task Force Member Jessica Alessio was sworn in as new Member by Village Clerk Alba Chang.

2. Approval of Last Meeting Minutes: **March 24, 2026**

a. No changes or recommendations – Minutes approved.

b. Board member A. Graham made the motion to approve. Board member B. Krebs seconded it and the motion passed by unanimous vote.

3. Old Business

3A. (1) Update on Biscayne Bay Marine Health Summit on May 20, 2026.

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D. Doebler gave an update on the 2-day event, which is led by a group of clean water advocates who are working together to raise awareness about the health of Biscayne Bay. There is a Biscayne Bay Task Force that created a report that is the guiding document for the recovery of the health of the Bay. This Task Force put together the Biscayne Bay Watershed Management Advisory Board (which D. Doebler is a member of). This was the 6th summit and the focus this year was to drive forward Miami-Dade County's Reasonable Assurance Plan, which is a roadmap describing how we are going to reduce the nutrients (primarily nitrogen) that enter Biscayne Bay, which is the root of the problem with the health of the Bay. Nitrogen fuels algae growth which blocks the light from the seagrass and kills it.

Christina Viala attended the Summit as well. Videos of the Summit will be available on YouTube. A. Graham appreciated the idea of using oysters and sponges for filtration, and D. Doebler mentioned that these projects (like oyster shelves) are great opportunities to pursue.

3A.(2) Update on Stormwater Master Plan.

CRO Viala gave a summary overview regarding how the Plan divides our Stormwater system into three areas: Harbor Island, North Bay Island and Treasure Island, and that each are in a different stages of design and construction. Harbor Island's system is being designed by Rebec Engineering, currently over 60% designed, waiting on underground utilities surveying before being completed. North Bay Island is completely designed, it's in the pre-construction phase and getting some tweaks to the plan, one of which awaits a reply from FPL. Treasure Island is the most challenging and currently experiences the most flooding issues. There were at one time 3 different engineering consultants working on the Treasure Island stormwater plan, but there were complications, so rather than having multiple designers and consultants, it is now proceeding with a more streamlined approach. This new approach is hopefully going for approval at the City Commission in June.

3B. Green Infrastructure Policy.

This item was discussed in detail at the prior meeting, and Christina Viala recapped the primary aspects of the plan to add green protocols into all CIP (city infrastructure) projects. Mayor Streitfeld suggested that the task force should consider a motion.

ACTION: D. Doebler to Recommend to the North Bay Village Commission to approve the Green Infrastructure Policy. A. Graham seconded the motion. The motion passed BY unanimous voice vote.

3.C. Discussion on Sustainable Procurement Policy.

CRO Christina Viala presented on this at the prior meeting. She mentioned that there was some concern about how this policy might impact costs. A. Graham offered to get together with Christina to discuss specifics about products, and O. Pfeffer asked if there would be anything in the language about types of supplies and cleaning products that would be

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purchased. D. Doebler agreed that it would be given to provide intent and guidelines such as “plastic free to the greatest extent possible” rather than getting in the weeds of recommending specific products.

4. New Business

4A. Update on Landfill Waste Diversion Strategy.

D. Doebler gave a brief recap of this item which was discussed in detail at the prior meeting, which detailed the idea of developing 3 simultaneous RFPs with the base idea of “pay as you throw”. The 3 RFPs would be for: 1) Residential Landfill; 2) Multifamily landfill and recycling; 3) Composting. Mayor Streitfeld mentioned that the Commission takes the recommendations of this Task Force seriously.

D. Doebler gave the presentation to the Commission at the last meeting, but there was not a formal recommendation at the time.

ACTION: O. Pfeffer moved to recommend that the North Bay Village Commission consider utilizing a three-RFP approach for waste and recycling services. The recommendation further emphasized that the Sustainability and Resilience Task Force (SRTF) be authorized to review draft RFPs prior to issuance and provide written comments to staff, and that an SRTF representative be appointed to serve on any selection committee established for the procurement process. B. Krebs seconded the motion, which passed unanimously.

5. Staff/Commission Liaison updates:

The Mayor mentioned a recent meeting on Friday with Christina and Tom Klein from the University of Miami and the Center for Urban and Community Design. This initiative of undergraduate and graduate design students will be working on ideas for the Stormwater Park on Treasure Island for their seminar. They are working on an agreement and Tom is planning on presenting at the next Task Force meeting. The students are paired with professionals so that once the ideas are fleshed out, the next step is that professionals will work on the plans further to make sure they meet all existing standards and requirements. O. Pfeffer asked if there would be charettes, and the Mayor confirmed that there would be a lot of community engagement. The Mayor also advised everyone about the upcoming grand opening of the new Community Center. Christina gave an update on her experience at the Biscayne Bay Marine Health Summit.

6. Public Comments:

Deputy Village Manager Jenice Rosado mentioned that this was the first time she attended the SRTF meeting and appreciated the work we are doing.

7. Next Meeting: June 30, 2026

8. Adjournment:

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a. Motion to Adjourn: D. Doebler motioned to adjourn,
    i. **Second**: Board Member O. Pfeffer seconded.
    ii. **Vote:** All in favor – Voice Vote
    iii. **Motion:** Passed
b. Adjourned: 7:56 pm

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